

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

*Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER	2. (X one)	3. DATE/TIME RESPONSE DUE
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i>	5. ITEMS TO BE PURCHASED <i>(Brief description)</i>

6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION			
a. NAME <i>(Last, First, Middle Initial)</i>		b. ADDRESS <i>(Include Zip Code)</i>	
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i>	d. E-MAIL ADDRESS		

9. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	<input type="checkbox"/> e. OTHER <i>(Specify)</i>	
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	<input type="checkbox"/>		

10. MAILING LIST INFORMATION <i>(X one)</i>			
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.			
11a. COMPANY NAME		b. ADDRESS <i>(Include Zip Code)</i>	
c. ACTION OFFICER			
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>		(2) TITLE	
(3) SIGNATURE			(4) DATE SIGNED <i>(YYYYMMDD)</i>

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
DATE (YYYYMMDD)	LOCAL TIME

6. Please be certain to clearly identify all exceptions to the solicitation's terms and conditions, if any, and acknowledge receipt and acceptance for all amendments to this solicitation.
7. Any contract awarded to a Contractor who, at the time of award, was suspended, debarred, or ineligible for receipt of contract with Government Agencies or in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.
8. Any questions regarding this requirement should be submitted to this office either by email pdacey@desc.dla.mil or by fax (703) 767-9338 no later than **November 29, 2002**.
9. A pre-proposal conference is scheduled for **December 4, 2002** at 0900 hours Moffett Federal Airfield, CA (see clause L196). Contractors will be met at the gate by the COR, James Anderson. Please plan to arrive by 8:45. Contractors **must** pre-register to Peggy Dacey by either email to pdacey@desc.dla.mil or faxing to 703-767-9338 the name(s) of the individual(s) who plan to attend, the company represented, and social security number, and telephone/fax numbers not later than **November 25, 2002**.
10. The following clause is **critical** to your offer: L2.34.100, Proposal Format and Content.
11. Questions regarding small business matters may be directed to the DESC Small Business Office (DESC-DU) at (703) 767-9400 or visit DESC's Small Business Web Page at www.desc.dla.mil/main/d/du/first~1.htm.
12. **IMPORTANT NOTICE: All contractors must be registered in the Central Contractor Registration. See clause I1.07 for details.**

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF PAGES 26
2. CONTRACT NUMBER		3. SOLICITATION NUMBER SP0600-03-R-0017		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED NOV 19, 2002
7. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222		CODE SP0600		8. ADDRESS OFFER TO (If other than Item 7) ATTN: Bid Custodian/DESC-CPC/Room 3829 Defense Energy Support Center, 8725 John J. Kingman Rd, Suite 4950, Fort Belvoir, VA 22060-6222		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in DESC-CPC, Room 3829 until 3:00p local time December 18, 2002 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Peggy L. Dacey	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS pdacey@desc.dla.mil
		AREA CODE (703)	NUMBER 767-9343	EXT.

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	cover	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	13
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	Part 2	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	19
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	4	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	19
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	6	<input checked="" type="checkbox"/>	L	INSTR., CONDS., AND NOTICES TO OFFERORS	20
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	9	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	25
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	13				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)		
15B. TELEPHONE NUMBER			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input checked="" type="checkbox"/> 4 U.S.C. 253(c)			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE			25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

SECTION B – SUPPLIES OR SERVICES AND PRICES/COST

B34.01 SERVICES TO BE FURNISHED AND PRICES (DESC FEB 1991)

SECTION C – DESCRIPTION/SPECIFICATION

C19.01 SECURITY AND FIRE PROTECTION (DESC AUG 1988)

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E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)

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- I3 EXTRAS (APR 1984)
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SECTION J – LIST OF ATTACHMENTS

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	OFFEROR SUBMISSION PACKAGE	ATTACHMENT 1
	WAGE DETERMINATION <u>1994-2061 (Rev. 18)</u> dated <u>June 7, 2002</u>	ATTACHMENT 2
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K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)
K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)
K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)
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K88 TAXPAYER IDENTIFICATION (OCT 1998)
K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)
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L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD
L7 SOCIOECONOMIC PROPOSAL (DESC DEC 2001)
L17 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)
L54.01 SITE VISIT (APR 1984)
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L87.03 CONDITIONS FOR MULTIYEAR OFFERS (DESC AUG 1998)
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M28.100 EVALUATION OF OFFERS (DESC NOV 2002)
M43.05 EVALUATION OF OPTIONS (JUL 1990)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**B34.01 SERVICES TO BE FURNISHED AND PRICES (DESC FEB 1991)**

The services to be furnished during the period specified herein and the unit prices are as follows:

(a) LINE ITEMS.

(1) **CONTRACT LINE ITEM 1001. (MUCC):** The Contractor will provide aircraft refueling and storage services in accordance with Section C-1 of the Performance Work Statement at Moffett Federal Airfield during the performance of the initial five (5) year period and the three (3) optional 5 year periods.

Line Item 1001 (MUCC)
Price/Month

BASE PERIOD

Years 1 through 5 \$ _____

FIRST OPTION

Years 6 through 10 \$ _____

SECOND OPTION

Years 11 through 15 \$ _____

THIRD OPTION

Years 16 through 20 \$ _____

(2) LINE ITEM 1002 – NOT TO EXCEED \$ 10,000.00/Year (MUCC)

The contractor will be reimbursed for direct out-of-pocket expenses for fueling services associated with the NASA SOFIA project in accordance with section C-1.10 of the Performance Work Statement.

(3) LINE ITEM 1003. – NOT TO EXCEED \$ 10,000.00/Year (OVRT)

The contractor will be reimbursed for services outside normal working hours. Services shall be ordered for this line item in accordance with Clause I16.01 and Clause G148.05. The overtime rates listed below shall apply unless altered by Union Agreement or Government regulations. The contracting officer shall be notified by the contractor of any changes to these rates, which will be supported with copies of the appropriate union agreement or formal government notice.

(i) Payment for augmentation worked in accordance with the Performance Work Statement shall be at the following rates (show computation in (b) below):

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
1003AA	Truck Driver Tractor Trailer - Straight Time	\$ _____/hour
1003AB	Truck Driver Tractor Trailer - Overtime	\$ _____/hour
1003AC	Fuel System Distribution Oper - Straight Time	\$ _____/hour
1003AD	Fuel System Distribution Oper - Overtime	\$ _____/hour

(ii) The Ordering Officer for augmentation at Moffett Federal Airfield shall be the Commanding Officer or designee.

(b) AUGMENTATION RATES.

(1) Payment for **augmentation** worked in accordance with the Performance Work Statement shall be at the rates in Line Item **1003**. Computation follows:

<u>CATEGORY</u>
Base Rate
Plus applicable Fringes
Subtotal
Plus PT&I* (specify rate) _____
Subtotal
Plus Profit (specify rate) _____
Total Straight-Time Rate

*Payroll Taxes and Insurance

(2) Payment for **overtime augmentation** worked in accordance with the Performance Work Statement shall be at the rates in Line Item 1003. Computation follows:

CATEGORY

Base Rate times 1.5

Plus PT&I* (as specified above)

Subtotal

Plus Profit (as specified above)

Total Overtime Rate

*Payroll Taxes and Insurance

NOTE: When contract contains an option, proposed rates for option periods should be the same as for the basic contract period. When contract is multiyear, proposed rates for each performance period should be the same as for the first performance period. Rates will be adjusted for performance periods with issuance of a new Wage Determination in accordance with the FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT clause.

(4) LINE ITEM 1004. – NOT TO EXCEED \$20,000.00/Year (FEES)

The contractor will be reimbursed for direct out-of-pocket expenses for the tenant service support package in accordance with section C-4.11.1 of the Performance Work Statement.

(5) LINE ITEM 1005 – NOT TO EXCEED \$ 100,623.00 /Year (LEASE)

The Contractor will be reimbursed for direct out-of-pocket expenses associated with the lease agreement in accordance with Section C-4.11.2 of the Performance Work Statement.

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

- SEE ATTACHED PERFORMANCE WORK STATEMENT -

C19.01 SECURITY AND FIRE PROTECTION (DESC AUG 1988)

(a) The entire facility shall be enclosed by a fence suitable to deter unauthorized access. The fence shall be fitted with gates that may be padlocked when not in use.

(b) A method of visitor and entrance control will be in effect. A visitor register shall be maintained.

(c) An internal, self-powered communication system linking all critical points of the facility, capable of serving both as an alarm system and for conduct of terminal operation, will be in use.

(d) A water supply and fire fighting equipment conforming to National Fire Protection Association and American Petroleum Institute standards will be maintained. At locations outside the United States, other standards may be used with prior approval of the Contracting Officer.

(e) In the event of an emergency at a CONUS COCO terminal, the Contractor shall seek the assistance of the following as appropriate: local ambulance service; local fire department; local, county, and State police; regional office of the Federal Bureau of Investigation; Secret Service; U.S. Marshal's Service; and the Federal Emergency Management Agency. (DESC 52.211-9FL1)

C19.04 REMOVAL OF WATER BOTTOMS (DESC FEB 1998)

Storage tanks for DESC use shall be equipped with positive water sumps for removal of all water bottoms. All storage tanks shall be drained of water a minimum of once each week and whenever storage tank gauging indicates water is present. (Weekly water drainage is necessary because the datum plate may not necessarily be the low point in the storage tank. Water could possibly accumulate below the datum plate and not show up in the gauging process.) Additionally, all storage tanks shall be drained of water prior to any transfer of fuel and after a minimum of 4 hours or maximum of 24 hours settling time following each product receipt. Storage tanks equipped with floating roofs shall be gauged for water after each rain and drained if water is found present. Product and water levels shall be gauged before and after the draining of water. Water gauges of each storage tank shall be taken and recorded each time it is gauged for product. (Each storage tank shall be equipped with a fuel/water separation system for collection of all product or water dispensed from its bottom water drain(s). This system shall have the capability to return separated product back into the same storage tank.) (DESC 52.211-9FM1)

SECTION E – INSPECTION AND ACCEPTANCE**E1.01 CONTRACTOR RESPONSIBILITY FOR GOVERNMENT INSPECTION OF SERVICES (DESC AUG 1981)**

If any inspection or test is made by the Government on the premises of the Contractor or subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties.

(DESC 52.246-9FE5)

E1.11 QUALITY CONTROL PLAN (DESC MAR 2000)

(a) Upon award, the Contractor shall prepare, in triplicate and in English, a Quality Control Plan (QCP). Prior to the first receipt of Government-owned product into the facility, two copies of the QCP shall be forwarded to the Contracting Officer and one copy to the assigned Quality Assurance Representative for approval.

(b) The QCP shall include the following quality control procedures employed by the Contractor.

- (1) Receiving (both product and additives);
- (2) Blending;
- (3) Sampling;
- (4) Testing;
- (5) Storage and handling;
- (6) Loading and shipping;

(7) Calibration program for testing and measuring equipment in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment, Part I." Equivalent local regulation, as appropriate, may be used as well. Whichever program used must include a section addressing meter proving (used to determine quantity) and must comply with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For any item that requires calibration but is not covered by ASTM, API, or IP publications, the applicable manufacturer's recommended calibration method(s) outlined in the applicable industry publication shall be used if acceptable to the Government;

- (8) Quantity measurement;
- (9) Records and reports; and

(10) Corrective action procedures (to include, but not be limited to, procedures for notification of Quality Representative, actions to be taken on discovery of off-spec product during receipts/shipments, upgrading procedures for Contractor-caused contamination, leaks, etc.). The QCP shall also include an organizational chart of key personnel and their responsibilities and a schematic diagram of the facility with key inspection/activity points marked for each product handled.

(c) The QCP shall require that each Contractor employee be familiar with its content and shall state that it must be reviewed semiannually and revised as needed. Revision should occur when any change is made to the inspection system, when any corrective action needs to be incorporated due to quality problems, and as otherwise necessary. The Contractor shall sign and date each revision of the QCP.

(DESC 52.246-9F32)

E5.03 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

(a) **DEFINITION. Services**, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(FAR 52.246-4)

E18 INSPECTION AND CLEANING OF BULK PETROLEUM STORAGE TANKS (DESC NOV 1999)

(a) The Contractor shall maintain and make available upon request the following historical data relative to each storage tank provided:

- (1) Date and type of construction;
- (2) Name of installing contractor;
- (3) Product service (past and present) and dates;
- (4) Date of last cleaning/physical entry inspection and contractor's name;
- (5) Structural condition based on cycle inspection at the time of cleaning or repair;
- (6) Record of tank repairs;
- (7) Tank dimensions and capacity;
- (8) Inspection and tank cleaning frequency;
- (9) Tank coating history;
- (10) Tank strapping charts;
- (11) As built drawings (if available); and
- (12) Records of product tests and trends.

(b) At the Contractor's expense, the Contractor shall empty, inspect, and clean each bulk petroleum storage tank and dispose of all tank bottom waste for each tank furnished under this contract at the following intervals:

(1) AVIATION FUEL STORAGE TANKS.

- (i) Every 4 years for uncoated storage tanks without an inlet-filter separator;
- (ii) Every 6 years for either a coated tank without an inlet filter separator, or for an uncoated tank with an inlet-filter separator; and
- (iii) Every 8 years for coated tanks with an inlet-filter separator.
- (iv) For storage tanks with direct receipt of fuel from barge or tanker, the frequency for physical entry inspection and cleaning will be 3, 5, and 8 years for (i), (ii), and (iii) above, respectively.
- (v) Tanks will be emptied, cleaned, and inspected more frequently than the periods stated in (i) through (iv) above when sample analysis indicates a build up of sediment in the tanks.

(2) GROUND AND MARINE FUEL STORAGE TANKS. Tanks will be emptied, cleaned, and inspected when sample analysis indicates a build up of sediment in the storage tanks.

(c) The time for cleaning will be measured from the date of the last cleaning regardless of whether the tank was under contract with DESC at the time of the last cleaning.

(d) MIL-STD-457B, dated March 20, 1989, is hereby incorporated by reference. Samples will be taken and tested at Government expense. If tank cleaning is required earlier than the criteria listed in (b)(1) above and the Government is shown to be at fault, then the Government will be responsible for cleaning, sampling, and testing costs. In all other cases, tanks requiring cleaning will be removed from revenue and cleaned at the Contractor's expense.
(DESC 52.246-9FF1)

E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)

The Quality Office assigned inspection responsibility under this contract is James Anderson, COR Moffett Field, CA.
(DESC 52.246-9F35)

E29 INITIAL ON-STATION INSPECTION (AARD) (DESC MAR 1997)

(a) **INSPECTION.** The initial on-station inspection is for the sole benefit of the Government and the Government may partially or totally waive its right of inspection at its discretion. The date, time, and place of inspection may be changed by the mutual agreement of the parties.

(b) **TIMEFRAME.** Unless notified otherwise, all equipment shall be available for Government inspection at the installation where services are to be performed four calendar days prior to the start of the delivery period. No work may be performed on the equipment during the inspection period except as permitted by the Government. The Government will complete inspection of the Contractor's equipment no later than the calendar day preceding the date aircraft fuel delivery services are to commence.

(c) **ENTRY.** The Contractor is responsible for making necessary arrangements with the Commanding Officer of such installation or an authorized representative regarding entry into the installation.

(d) **TANK INTERIORS.** Equipment presented for inspection shall be vapor free.

(e) **FILTRATION MEDIA.** If requested by the Government, the Contractor shall be responsible for disassembling filtration units to facilitate the inspection. The Contractor shall present, at the time of the inspection, written certification attesting to the last date on which each filter element was changed and shall provide a historical record denoting pressure drip data for each filter element (if such certification and pressure drip data exists).

(f) **CONTRACTOR REPRESENTATIVE.** Representation by the Contractor at the inspection shall be limited to one individual except when additional personnel have been specifically authorized by the Government.

(g) **DEFAULT.** If the Contractor fails to make the equipment available on the date specified or otherwise mutually agreed upon, or if the inspection discloses that the equipment is not in conformance with contract requirements, the Government may terminate this contract for default.

(h) **REINSPECTION.** If the Government discovers equipment deficiencies during the initial inspection, the Government may, at its discretion, conduct a reinspection at the Contractor's expense. (DESC 52.246-9FF5)

E36 INSPECTION (STORAGE) (DESC FEB 1970)

The facilities to be provided hereunder shall be ready for inspection and acceptance by June 1, 2003. The Contractor shall notify the Contracting Officer of the date such tanks and facilities are available for inspection and acceptance, and the Contracting Officer, or his designated representative, shall promptly thereafter inspect such tanks and facilities. No payment will be made for services performed or facilities provided prior to June 1, 2003. (DESC 52.246-9FD5)

E50 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.

(d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment. (FAR 52.246-16)

SECTION F – DELIVERS OR PERFORMANCE

F1.05 GENERAL SHIPPING CONDITIONS (DESC OCT 1997)

(a) The Contractor will prepare the inspection and shipment documents covering deliveries made from the terminal in accordance with instructions contained in the Documentation and Product Property Control Plan. Normally, the document will consist of DD Form 250 for tank car, tank truck, pipeline, and packaged shipments, and DD Form 250-1 and ullage/innage reports in the case of barge and tanker shipments. The Contractor will distribute the DD Forms 250 and the Quality Representative (QR) will distribute the DD Forms 250-1. When the QR is not present for release or shipment of product inspected at these facilities, and the Contractor's quality control program has been approved by the responsible Government Quality Office in accordance with paragraph 246.471 of the DOD FAR Supplement, the Contractor will insert the following certification on the inspector's copy of the shipping documents:

"I certify that the above supplies were (a) in the quantity indicated, (b) taken from Government-owned and approved stocks, and (c) loaded into inspected and approved containers. This shipment was released in accordance with paragraph 246.471-2 of the DoD FAR Supplement under authorization of (NAME and TITLE OF THE AUTHORIZED REPRESENTATIVE OF THE CONTRACT ADMINISTRATION OFFICE) in a letter dated (DATE OF AUTHORIZING LETTER). (SIGNATURE AND TITLE OF CONTRACTOR'S DESIGNATED REPRESENTATIVE)."

(b) Shipment of products hereunder will be made only pursuant to a "release" furnished by the Product Property Administrator or his designated representative. The "release" will indicate the consignees who are authorized to issue "calls" or "orders" for shipment of product. Such "release" will be periodically furnished to the Contractor by the cognizant Product Property Administrator.

(c) Conveyances required for shipments shall be furnished or designated by the Government. The Contractor shall inspect all shipping conveyances prior to loading to insure that product loaded will not be lost or contaminated by the condition of the equipment. Tank truck inspection must be performed by qualified Contractor personnel. Delegation of this responsibility shall not be passed to the tank truck operator/driver. The tank truck operator/driver may be permitted to physically load the tank truck; however, the loading operation must be under the surveillance and direction of Contractor personnel. Equipment found to be unsatisfactory shall be reported as follows: (1) TANKERS AND BARGES. Report immediately by telephone to the QR; if not present, the master of the tanker or barge or to the carrier's agent or general office; (2) TANK CARS. Report to the QR and by wire (Government Rate, Collect) to Commander, Eastern Area, Military Traffic Management Command, ATTN: MTE-INR-O, Brooklyn, NY 11250. Any shortage or overage of tank cars shall be similarly reported; (3) TRANSPORT

TRUCKS. Contractor shall expeditiously report to the Traffic Manager of the appropriate Defense Fuel Region, Government QR, and to the carrier's terminal where equipment is domiciled.

(d) Except when loading barges or tankers, or making pipeline deliveries, strainers of 100 mesh or finer shall be utilized in loading aviation fuels and jet lubricating oil and 60 mesh or finer in the case of reciprocating engine oil. Strainers shall be located as near the loading point as practicable. Contractor shall furnish and periodically inspect and clean such strainers and repair same, if necessary, keeping a written record thereof.

(e) Contractor shall affix serially numbered seals to the dome covers of tank cars and all openings in the case of tank trucks in such a manner that entry could only be gained by breaking a seal. Such seals will be furnished by the Contractor. Seal numbers will be indicated on shipping documents.

(f) Placards, as required by 49 CFR 172.506 and 49 CFR 172.508, shall be furnished and affixed to all tank cars and tank trucks by Contractors unless placards are already affixed.

(g) **FOR TANK CARS ONLY.**

(1) If Government-owned or leased tank cars are furnished, the Contractor will maintain records showing each day a car is received or forwarded by car number and will furnish the information to the Defense Fuel Regional Office upon request.

(2) Bottom outlet gaskets and manway cover gaskets, when required due to deterioration or loss, shall be furnished and applied to tank cars by the Contractor.

(3) The Contractor shall (i) inspect empty Government-owned tank cars located on the Contractor's premises and (ii) ship tank cars located on the Contractor's premises to repair facilities as directed by the Government.

(h) Unless otherwise directed, the Contractor shall prepare and distribute Government bills of lading utilized in shipments. Such bills of lading, routing instructions, and transportation assistance will be furnished by the Defense Fuel Region placing orders.

(i) The Contractor shall comply with routing instructions furnished by the Government. Such instruction will include names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailer, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall provide sufficient advance notice to carriers and schedule the carrier's equipment for loading. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

(j) Custody of product shipped by pipeline, and risk of loss thereof, shall pass from the Contractor to the carrier when the product passes the flange connecting the Contractor's pipeline and the carrier's pipeline.

(k) Custody of product shipped by transport truck, and risk of loss thereof, shall pass from the Contractor to the carrier when the loaded transport truck is released for shipment by the Contractor.

(l) Custody of product shipped by tank car, and risk of loss thereof, shall pass from the Contractor to the carrier when the loaded tank car is picked up by the carrier.

(m) Custody of product delivered to tanker or barge, and risk of loss thereof, shall pass from the Contractor to the carrier when the fuel passes the vessel's permanent hose connection.

(n) The Contractor shall be held accountable for demurrage charges arising from delay(s) in shipment by tank cars and transport trucks except when those delays are caused by reasons beyond the control and without the fault or negligence of the Contractor and its subcontractors.

(o) The following subparagraphs only apply to barges and tankers.

(1) **SCHEDULED ARRIVAL DATE AND BASIC ALLOWED LAYTIME.**

(i) Notice shall be furnished to the Contractor in advance of the date on which loading is to be made, which date is hereinafter referred to as the "Scheduled Arrival Date." Each notice will specify the quantity to be loaded, the cargo number, and name of the vessel and the scheduled loading date. For tankers, notice will also include the size of the vessel and the expected time of arrival. Notice of delivery will be furnished at least 72 hours in advance of the scheduled arrival date for tankers, and at least 48 hours in advance of the scheduled arrival date for barges. When anticipated vessel transit time to the loading point is less than 72/48 hours, the Government will provide the maximum notice practicable. Any change in the scheduled arrival date of less than 48 hours notice for barges and 72 hours notice for tankers will require verbal approval of the Contractor, confirmed in writing..

(ii) The Contractor shall provide as soon as possible, but within 3 hours after issue of notice of readiness to load from a barge and within 6 hours after the Contractor receives notice of readiness to load from a tanker, a reachable berth, free of cost to the Government, where the vessel can be safely moored and afloat with necessary access thereto PROVIDED, however --

(A) If the vessel is tendered for loading on a date earlier than the last agreed scheduled arrival date, the Government's vessel shall be loaded as soon as possible in its proper turn with other vessels, and laytime shall not commence until the vessel moors alongside or, for barges, 3:00 A.M. local time; for tankers, 6:00 A.M. local time, on the last agreed scheduled arrival date, whichever occurs first.

(B) If the vessel is tendered for loading later than 12:00 noon of the day following the last scheduled arrival date, the vessel shall be loaded in its proper turn with other vessels. Laytime shall commence when the vessel moors alongside, provided a good faith effort is made by the Contractor to moor the vessel in its turn with other vessels as loading berths become available. If the vessel is not moored in its proper turn with other vessels, laytime will commence at 6:00 A.M. on the date the Government vessel's turn occurred.

(iii) Laytime shall commence either (A) at the expiration of the notice period prescribed in subparagraph (ii) above, berth or no berth, or (B) immediately when the vessel moors alongside, with or without notice of readiness, whichever occurs first.

(iv) Laytime, once started, shall continue 24 hours per day, 7 days per week, without interruption, from its commencement until loading of the barge or tanker is completed and hoses have been removed.

(v) Unless otherwise provided in the Schedule, the Contractor shall be allowed and will complete unloading within laytime determined as follows:

(A) **FOR BARGES:** One hour for each 2,000 barrels of product to be loaded.

(B) **FOR TANKERS:** Thirty-six hours for load of full vessel cargo. When partial vessel cargoes are to be loaded, the 36 hours will be prorated based on quantities loaded by each supplier. The 36 hours includes allowances for routine events that occur in the loading process, such as cushioning and topping off of vessel tanks.

(vi) Hoses and loading arms for loading shall be furnished, connected, and disconnected by the Contractor.

(2) INCREASES TO BASIC ALLOWED LAYTIME.

(i) If, after laytime commences, the conditions or facilities of the barge or tanker to be loaded do not permit loading, basic allowed laytime shall be increased by the duration of the delay.

(ii) If the vessel is delayed in reaching its berth and the delay is caused by the fault of the vessel, basic allowed laytime shall be increased by the duration of the delay.

(iii) After laytime commences, when vessels are required to dock at anchorage due to vessel delays such as vessel inspection and inerting, laytime credit will be allowed for transit time from anchors away at anchorage until first line ashore berthing, not to exceed 2 hours.

(iv) If regulations of the owner or operator of the vessel prohibit loading at any time after laytime has commenced, time so lost shall be added to basic allowed laytime.

(v) If, for any reason, the Contractor is delayed in loading the barge or tanker because of actions of a Government representative, acting under the contract, that arise through no fault or negligence on the part of the Contractor or its subcontractors, basic allowed laytime shall be increased by the duration of the delay.

(vi) There will be no increase to basic allowed laytime (nor other reductions to any resulting demurrage time) for saved laytime arising out of other loadings/discharges.

(vii) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the U.S. Government will result in increasing the basic allowed laytime by one half of the delay time.

(3) PAYMENT OF DEMURRAGE. For all hours of laytime which elapse in excess of the basic allowed laytime for loading provided for by paragraph (1) above, or as otherwise provided in the Schedule, the Contractor shall pay demurrage to the Government as follows:

(i) **USS, USNS, OR TIME CHARTERED VESSELS.** At the demurrage rate for the vessel loaded computed to the nearest whole hour as published by the Military Sealift Command and in effect on the date the loading of the vessel is completed.

(ii) **VOYAGE CHARTERED VESSELS.** At the demurrage rate cited in the charter, except that the demurrage payable by the Contractor shall in no event exceed the demurrage expense incurred by the Government under the Charter.

(DESC 52.247-9FP1)

F1.14 DETERMINATION OF QUANTITY (STORAGE) (DESC NOV 1997)

The total gallonage received into or shipped from the Contractor's facilities shall be determined as follows:

(a) **RECEIPTS OR SHIPMENTS OF CRUDE AND FUELS OTHER THAN RESIDUAL FUELS** (by transport truck of 3500 gallons or less) (truck and trailer combination when delivering same product will be considered as one container or conveyance). On an actual gallonage basis, without temperature correction.

(b) **RECEIPTS OR SHIPMENTS OF RESIDUAL FUELS** (in excess of 3500 gallons of crude or other fuels by tank car or transport truck). On a gallonage basis corrected to 60°F.

(c) **RECEIPTS OR SHIPMENTS BY TANKER OR BARGE OR PIPELINE.** On a gallonage basis corrected to 60°F. Quantities shipped or received will be determined on the basis of shore tanks or tender gauges taken by the Contractor and authenticated by the Quality Representative (QR). The ship or carrier's representative may participate in these determinations. During the gauging of shore tanks, the tanker, barge, or carrier's representative may participate in the quantity determinations, and, in the case of tanker/barge shipments or receipts, the Contractor may participate in the operations on board the tanker or barge which are required to determine the quantity of product in the tanker or barge cargo tanks.

(d) In the case of receipts, the Contractor shall sign the bill of lading and other related documents for the actual quantity received as determined above. When requested by the QR, the Contractor shall investigate losses or gains in connection with receipts or shipments to determine if the cause is at the Contractor's facility.

(e) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States, other technically equivalent national or international standards may be used. In addition, the following specific standards will be the referee method.

(1) API MPMS Chapter 11.1, Volume Correction Factors (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine version of the standard may be used. In case of disputes, the computer subroutine will be the referee method.

(i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).

(ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).

(iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).

(iv) For chemicals/additives, use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.

(v) Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels at 60°F. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(vi) If the original measurement is by weight and quantity is required in U.S. gallons, then--

(A) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F/ Convert kilograms to metric tons by dividing by 1,000.

(B) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(2) API MPMS Chapter 4, Providing Systems. All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulations (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(3) API MPMS Chapter 12, Calculation of Petroleum Quantities. All calculations of net quantities shall be made in accordance with this chapter.

(f) In addition to gauging of storage tanks to determine quantities issued or received, the Contractor will gauge each active storage tank daily and each inactive storage tank weekly and compute physical inventories for the purpose of detecting loss of products.

(DESC 52.211-9FG1)

F76 CONTRACT PERIOD/PERFORMANCE REQUIREMENTS (STORAGE) (DESC DEC 1991)

During the contract period, June 1, 2003 through May 31, 2023, the Contractor shall provide petroleum storage facilities and services at the following location: **Defense Fuel Supply Point, Moffett Federal Airfield, CA.** (DESC 52.242-9FA1)

F107 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the DEFAULT, or the TERMINATION FOR CONVENIENCE OF THE GOVERNMENT, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; PROVIDED, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(FAR 52.242-15)

SECTION G – CONTRACT ADMINISTRATION DATA

G1 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. (DFARS 252.242-7000)

G2.03 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DESC JAN 1986)

For the purpose of this contract, the Contracting Officer's Technical Representative shall be James Anderson, COR, Moffett Field, CA 94035-5127. (DESC 52.242-9F50)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected. (DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday. (DESC 52.232-9F45)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government’s option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)
(DESC 52.232-9F55)

G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) METHOD OF PAYMENT.

- (1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) **LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database. (FAR 52.232-33)

G21 DESIGNATION OF PROPERTY ADMINISTRATOR (DESC MAR 1995)

The Property Administrator for product handled under the terms of the contract will be designated by the Commander, Defense Energy Support Center. (DESC 52.242-9F65)

G22 DESIGNATION OF THE DEFENSE FUEL REGION (DESC JUL 1997)

(a) The Defense Fuel Region to which reference is made herein is the--

Commander, Defense Fuel Office Los Angeles

3171 N. Gaffey Street

San Pedro, CA 90731-1099

Telephone: (310) 514-6100

Fax: (310) 514-6106 or (310) 335-3099

(b) The Defense Fuel Office to which reference is made herein is the—

Commander, Defense Fuel Office Los Angeles

3171 N. Gaffey Street
San Pedro, CA 90731-1099

Telephone: (310) 514-6100
Fax: (310) 514-6106 or (310) 335-3099

(c) The Commander of the Defense Fuel Region or his designee, appointed above, is the authorized representative of the Commander, Defense Energy Support Center. (DESC 52.242-9F55)

G148.05 SUBMISSION OF INVOICES FOR PAYMENT (SERVICES) (DESC MAR 2002)

Monthly services invoices shall be mailed directly to the Accounting and Finance Office after self-certification. All other invoices are mailed to the Contract Administration Office (CAO) after Quality Representative (QR) certification. Specific procedures follow:

(a) **MONTHLY INVOICES.** Contractors shall present invoices for monthly services (original and 3 copies) directly to the following Accounting and Finance Office within one month following the performance of the respective services:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-FVSFA/CO
P.O. BOX 182317
COLUMBUS, OH 43218-6250

Each invoice will be certified by an official of the company in the following manner:

"I certify that the services were performed, that the amounts reflected hereon are in conformance with the contract, and that the amounts are correct and proper for payment."

Signature _____
PRINTED NAME AND TITLE

(b) **ALL OTHER INVOICES.**

- (1) Contractors shall address invoices to the Accounting and Finance Office listed in (a) above.
- (2) Contractors shall certify that the invoice is true and correct and shall attach supporting documentation (e.g., subcontractor bills or invoices) for cost reimbursement invoices.
- (3) Contractors shall then present the invoice (original and 4 copies) to the cognizant QR for certification that the invoice is true and correct to the best of the QR's knowledge and that the supplies or services included on the invoice have been provided.
- (4) Last, Contractors shall submit the invoice to the applicable CAO address below for approval and for processing to the Accounting and Finance Office for payment. Upon mutual agreement between the Contractor and the QR, the QR may submit the invoice directly to the CAO after certification. The Administrative Contracting Officer (ACO) may authorize the Contractor to send certified invoices directly to the Accounting and Finance Office, concurrent with a copy to the applicable CAO address below. Such ACO authorization must be specifically provided in the contract or modification thereto.

CONUS Contract Locations

ATTN DESC-FPB ROOM 2945
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN RD SUITE 4950
FORT BELVOIR VA 22060-6222

(c) **OVERTIME.** When the Contractor is authorized by the designated Defense Energy Region (DER) to perform services in excess of normal working hours, the Government will reimburse the Contractor as described in (1) and (2) below. Each invoice for overtime will specify the number of people working, their employment classification, number of hours worked, and the hourly rate of compensation. The written authorization from the DER must be attached to the invoice. (The authorization for overtime may be given initially by telephone, but later must be provided in writing by the DER to the Contractor.) Follow instructions given in (b) above for submission of overtime invoices.

(1) **GOCO (Government-Owned, Contractor-Operated).** The Government will reimburse actual overtime labor rate paid times actual overtime hours, plus social security taxes, insurance, and fringe benefits. No profit or G&A (general and administrative expenses) will be allowed. (Profit and G&A should be included in the monthly services charge based on the dollars estimated for the overtime line item.)

(2) **COCO (Contractor-Owned, Contractor-Operated).** The Government will reimburse at the rate specified in the Schedule clause. (DESC 52.232-9FF5)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H19 REPORTING AND CONTAINING OIL SPILLS (DOMESTIC STORAGE) (DESC NOV 1989)

(a) Immediately upon the discovery of a petroleum spill, leak, or seepage involving Defense Energy Support Center (DESC) owned product, the Contractor shall notify, by telephone, (1) the Quality Representative, (2) the designated Defense Energy Region, and (3) the Administrative Contracting Officer (ACO). In addition, if the said spill, leak, or seepage has reached, or if it might possibly reach, navigable waters, the Contractor shall immediately notify the Coast Guard by telephone (800) 424-8802, the appropriate Federal and State officials designated in State laws, and the ACO.

(b) Immediately upon discovery of a petroleum spill, leak, or seepage, the Contractor shall take all practicable measures available to contain and prevent further spreading of such spill, leak, or seepage. Measures taken by the Contractor will be in compliance with all local, State, and Federal laws and regulations.

(c) Any Contractor whose terminal stores product exclusively for DESC use shall prepare and submit an approved Spill Prevention Control and Countermeasure Plan, Oil Pollution Prevention Operations Manual, and Oil Spill Contingency Plan, as applicable. These documents shall be submitted to the ACO and the Defense Energy Region specified in the DESIGNATION OF THE DEFENSE ENERGY REGION clause of this solicitation as soon as practicable after contract award, but no later than 60 days after award notification. The Contingency Plan shall include, but not be limited to, (1) Contractor in-house capability and facilities, or (2) the preselection of a local agency, cooperative, or firm capable of and willing to provide cleanup services of this nature.

(d) The Contractor shall be responsible for maintaining current telephone numbers of the agencies cited herein and in the Contingency Plan upon commencement of the contract period. (DESC 52.223-9F30)

SECTION I – CONTRACT CLAUSES

I1.01-4 DEFINITIONS (CONT'D) (STORAGE) (DESC JAN 1996)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) **Quality Representative** (QR) includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR).

(1) The QAR is a Government Representative authorized to represent the Contracting Officer to assure the contractor complies with the contractual requirements in furnishing petroleum products and services.

(2) The QSR is a Government Representative authorized to represent the Contracting Officer to assure the contractor complies with the contractual requirements in furnishing services.

(b) **Petroleum storage facilities** shall include --

(1) The tanks enumerated in the Schedule and all installations, fixtures, and equipment required for safe and expeditious movement of petroleum products into and out of such tanks;

(2) Fencing, flood lighting, dikes or fire walls, suitable fire fighting plan and watchman services to the extent necessary to comply with local regulations and standard commercial practices; and

(3) Whatever unloading and loading facilities that may be required to receive and ship product by the method(s) specified in the Schedule.

(c) The terms **isolated system** and **segregated system** mean a system that has a positive separation from other systems in a tank farm through the means of blind flanges, locked double-block and bleed-type valves, etc.

(d) **Dedicated system** means a self contained, single product system with no pipeline connections to any other system in the facility.

(e) **Common system** means a system that usually utilizes a manifold or pipeline that handles more than one product exclusively.

(f) **Shell capacity** means the gross volumetric capacity of the storage tank as determined from tank calibration.

(g) **Fill capacity** means the capacity of the storage tank when filled to the maximum fill level, i.e., the highest point to which a petroleum storage tank may be filled with product, allowing for product expansion and other safety considerations.

(h) **Product** or **products** means the Government-owned petroleum product(s) within one of the following categories which the Schedule indicates the Contractor is to receive, store, handle, and ship under this contract:

(1) Crude oil shall include any unrefined petroleum in its natural state;

(2) Light fuels includes any grade of the following distillate fuel types: aircraft engine fuels, motor gasoline, naphtha and like solvents, kerosene, diesel fuels and numbers 1 and 2 heating fuels;

(3) Heavy fuels includes number 4 heating fuel and all residual type fuels;

(4) Lubricating oil includes all grades of such product utilized in aircraft, automotive, diesel, and marine engines;

(5) Packaged products means all products packaged in containers of 55-gallon capacity or less.

(i) **Unit of quantity** means--

(1) The U.S. gallon of 231 cubic inches;

(2) The barrel of 42 U.S. gallons;

(3) The long ton of 2240 pounds; and

(4) The pound of 16 ounces, depending upon the unit shown in the Schedule.

(j) **Description of services to be performed** as stated in the CHANGES - FIXED PRICE clause is defined to include, but is not limited to, the following:

- (1) The grade or type of product by specification;
- (2) The regular working hours set forth in the schedule;
- (3) The method of receiving or shipping.
- (4) The specifications of Contractor-furnished equipment,
- (5) The provisions of the General Delivery Conditions as amended;
- (6) The number of the Contractor-furnished units (equipment);
- (7) The response time;
- (8) The estimated truck movement; and
- (9) The MERT hours.

(k) **Equipment or delivery and servicing equipment** as used herein means those fuel and/or oil servicing units such as tank trucks, tank trailers, mobile hose carts, pantographs (fixed or mobile), small trailers and drums together with the necessary prime movers.

(l) **Fuel and Oil** used herein means aircraft reciprocating engine fuel, aircraft turbine and jet engine fuel, aircraft reciprocating engine oil, and jet engine oil.

(m) **Response time** is defined as that interval of time between the time a call is placed on the Contractor to service an aircraft and the time the Contractor's equipment is in position to service said aircraft.

(n) For purposes of this contract, the term **truck movement** as set forth above is defined to be any of the following:

- (1) The movement of a refueler, defueler, or oiler to, and servicing of, an aircraft. In the event that more than one aircraft is serviced as a result of one service call, each individual aircraft servicing shall be considered a "truck movement."
- (2) The movement of a combination refueler/oiler which services an aircraft with both products. Such movement shall be considered a 1 1/2 "truck movement."
- (3) The movement of a combination refueler/oiler which services an aircraft with oil only. Such movement shall be considered one "truck movement."
- (4) Servicing of group support equipment, small tanks, and/or other units as designated by the Commanding Officer, with either jet fuel or AVGAS, shall count as truck movements if dispatched separately. Each such servicing, if performed in multiples or in conjunction with aircraft fuel delivery, shall be counted as a 1/5 "truck movement" with the exception of the first which will count as one "truck movement."
- (5) The movement of a refueler, defueler, or oiler as the result of a service call which is not completed, due to no fault of the Contractor.
- (6) The movement of a refueler, defueler, or oiler to a tank farm for purposes of refilling or discharging product as applicable. With regard to refueler refilling, only those refills totaling 1,000 gallons or more per vehicle shall be considered a truck movement. The Commanding Officer may, at his discretion, exercise control and supervision over the refilling/discharging operation (DESC 52.202-9F35)

11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) **DEFINITIONS.** As used in this clause--

- (1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.
- (2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) *The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.*

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://www.ccr.gov>. (DFARS 252.204-7004)

I1.20 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>
 FAR/DFARS: <http://www-far.npr.gov>
 DLAD: <http://www.procregs.hq.dla.mil/icps.htm>

(FAR 52.252-2)

I116 RESPONSIBILITY FOR GOVERNMENT-OWNED PETROLEUM PRODUCTS (DESC APR 1997)

(a) Government-owned petroleum products received, stored, and transported under this contract are governed by the provisions of this clause.

(b) Title to any Government-owned petroleum products in the possession of or under the custody of the Contractor by reason of this contract, which is hereinafter referred to in this clause as "such property," shall at all times remain in the Government, and such property shall be used only for the purposes set forth in this contract. The Government shall at all times have access to the premises wherein any such property is located.

(c) The Contractor shall protect and preserve such property in a manner consistent with sound industrial practice.

(d) At the end of the contract period the Government may abandon any Government-owned petroleum products in place, at which time all obligations of the Government regarding such abandoned petroleum products shall cease. The contract price shall be reduced to reflect the fair market value of any abandoned petroleum products. If an agreement as to compensation for abandoned petroleum products cannot be reached in a timely manner, the Contracting Officer will make a formal determination. The decision will be subject to resolution in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause.

(e) The Contractor shall not be liable for loss of or damage to all such property while in the possession of or under the custody of the Contractor by reason of this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto)--

(1) Which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents; or

(2) Which results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(f) Except for those risks assumed by the Contractor pursuant to subparagraph (e)(1) of this clause, the Contractor represents and warrants that the prices stated in the Schedule do not include the cost of insurance covering risk or loss of or damage to such property while in the possession of or under the custody of the Contractor by reason of this contract, nor any provision for a reserve to cover such risk. In the event the Contractor is reimbursed or compensated for any loss or damage to such property, it shall reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. (DESC 52.245-9F25)

I116.01 LIABILITY FOR FUEL SPILLS (DESC OCT 1998)

The Contractor shall take all measures required by law and good business practice to prevent fuel spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land or water). In the event that the Contractor's failure to take such measures results in a fuel spill, the Contractor shall be liable for the costs of spill containment, cleanup, and disposal. In addition, the Contractor shall reimburse the Government for any resulting fines or penalties. For purposes of this clause, the term **fuel** includes all petroleum and additive products. (DESC 52.223-9F40)

I119.04 PROPERTY CONTROL RECORDS (DOMESTIC) (DESC MAR 2001)

(a) INTRODUCTION.

(1) The Contractor shall prepare all documentation in accordance with the information and instructions provided herein. Documents and procedures are subject to change. The Defense Energy Region (DER) shall notify the Contractor at least 45 days prior to implementation of any change. The Contractor shall maintain property control records of Government-owned product in its possession or in its custody as provided herein. Such property control records shall be subject to audit by the U.S. Government.

(2) The Contractor shall provide the required transaction data shown under paragraph (b)(3) below.

(b) DEFENSE FUEL AUTOMATED MANAGEMENT SYSTEM (DFAMS) REPORTING REQUIREMENTS.

(1) The Contractor shall prepare all necessary documentation for each transaction affecting the inventory of Government-owned products in its possession by virtue of this contract. The Contractor shall transmit one copy of each document prepared to the appropriate DER or Inventory Control Point (ICP) on a daily basis as prescribed by the DER. A transaction sequence number will be shown in ink in the upper right hand corner of the document. The DER or ICP may also telephone the Contractor on a daily basis (Monday through Friday, except holidays) to obtain information concerning transactions processed. The Contractor shall prepare and report each transaction in accordance with guidance provided in DoD 4140.25-M, Volume V, Appendices A, B, and C, as appropriate (copies of the publication will be provided by the Contracting Officer upon request). The cognizant DER or ICP shall advise the Contractor of any changes in processing and reporting procedures.

(2) The Contractor shall prepare and report weekly and monthly (see DoD 4140.25-M, Volume II, Chapter 10, Sections C and K) inventories of Government-owned product in its possession. By the second work day of each month, the Contractor shall furnish the DER by facsimile the physical inventory quantity for each product stored at the facility to be followed up by a hard copy document (DD Form 1348-8) by the fifth of the month.

(3) Under the DFAMS, all transactions are recorded by Document Identifier Code (DIC). The most commonly used codes are explained below. The DER shall provide instructions for any transaction that may be processed but not shown below.

<u>DIC</u>	<u>TRANSACTION</u>	<u>DOCUMENT</u>
	<u>SHIPMENTS</u>	
P21	Shipments from a DFSP to a Service/Agency	DD Form 250-1 DD Form 1348-7
P22	Shipments between DFSPs	DD Form 250-1 DD Form 1348-7
	<u>RECEIPTS</u>	
P30	Receipts from a DESC Procurement Contract	DD Form 250/250-1
P31	Service/Agency Receipts from a DFSP	DD Form 250-1 DD Form 1348-7
P32	Receipts from a DFSP (receipts associated with P22 transactions)	DD Form 250-1 DD Form 1348-7
P39	Receipts from an end-user (with or without credit)	DD Form 250-1 DD Form 1348-7
	<u>INVENTORY</u>	
P41	Physical Inventory	DD Form 1348-8
P42	Inventory Adjustments <ul style="list-style-type: none"> • Normal handling of variances (excessive) • Determinable losses such as spills, line breaks, nonrecoverable tank bottoms, major disasters, combat losses, etc. 	DD Form 1348-8
P43	Condition/Identity Change <ul style="list-style-type: none"> • Downgrade, regrade, or additive 	DD Form 1348-8

(4) The Contractor shall prepare inventory adjustment documents (DD Form 1348-8/P42 transactions) when inventory variances (discrepancies) exceed tolerance factors; determinable losses occur such as contaminated fuels, spills, pipeline ruptures, explosions or loss of product samples (five gallons or more) shipped to laboratories. An explanation shall be provided on each inventory adjustment document explaining gain or loss in excess of tolerance. Each document shall be signed and dated by the Contractor's representative and the Quality Surveillance Representative (QSR). The QSR shall indicate whether he/she concurs or nonconcurs with the statement and shall provide an explanation for any nonoccurrence.

(5) At the end of each month (every six months for static storage), the cognizant DER or ICP shall forward one copy of the Inventory Reconciliation Document Register which lists all transactions processed during the period. The register will contain the following statement and shall be signed and dated by an authorized representative of the Contractor and the Government:

"I certify that the transactions recorded in this document register are complete and accurate. They represent all actions affecting this account during the month (past six months for static storage) in the sequence shown. Each transaction, except a final automatic reconciliation adjustment, is supported by a valid auditable source document."

(6) Within five days after receipt of the Inventory Reconciliation Document Register, the Contractor shall advise the cognizant DER or ICP in writing of any discrepancy and provide a detailed explanation of any gain or loss (P42) transaction in excess of tolerance. Further, the Contractor shall attach all supporting documents to the inventory document register and retain the entire package on file for future audits.

(c) OTHER REQUIREMENTS.

(1) **STORAGE TANK OUT OF SERVICE.** Prior to removing a storage tank from service, the Contractor shall immediately notify the Property Administrator by telephone, with follow-up confirmation in writing, providing the date and time the tank is scheduled to be removed from service. In addition, the Contractor shall provide the Property Administrator a written estimate of unrecoverable tank bottoms. The estimate will be reviewed and approved by the QSR prior to submission.

(2) **UNRECOVERABLE TANK BOTTOMS.** Prior to the end of the contract period, the Contractor shall provide the Property Administrator a written estimate of unrecoverable tank bottoms. The estimate will be reviewed and approved by the QSR prior to submission.

(3) **REPORTING FUEL ADDITIVES AND SLOP FUEL.** Government-owned fuel additives and slop fuel stock at the DFSP will be treated as separate and distinct items, and all transactions shall be documented as outlined herein. These products will be recorded in gallons and reported under the approved National Stock Number (NSN).

(a) An auditable identity change document (DD Form 1348-8) shall be used to account for bulk FSII blended with bulk fuel and fuel downgraded to slop. Fractions of a gallon cannot be used (e.g., if 1.5 gallons of FSII were injected, report 1 gallon and record the .5 until a whole gallon is used).

(b) Packaged additives such as COR, ASA, AS1, AD1, and CO1 shall be accounted for locally using a general log or ledger. As the additive is injected, record the amount in the log to track usage and inventory. No other documentation is required.

(4) **CREATION OF SHIPMENT TRANSACTIONS – CONUS ONLY.** As required and directed by the cognizant DER, storage Contractors shall create electronic shipment transactions using the USBank POWERTRACK on-line freight payment system. The cognizant DER shall advise Contractors of any changes in processing and reporting procedures. Contractors shall contact the cognizant DER when additional guidance is required.

(5) **STATEMENT OF AUTHORIZED SIGNATURES.** The Contractor shall furnish the Property Administrator a statement containing the names and handwritten signatures of persons authorized by the Contractor to receive and accept Government-owned product or property.

(6) **RETENTION OF SUPPORTING DOCUMENTS.** The Contractor shall retain one copy of the ordering activities' requisitions for a period of two years or until the expiration of this contract, whichever is sooner.

(7) **CHANGE IN DFSP OPERATOR.** Transfer of residual inventory from expired contracts will be made regardless of whether there is a change in Contractors. The transfer of DFSP product will be accomplished as follows:

(i) The outgoing Contractor, the new Contractor, and the QSR will jointly gauge all tanks and will calculate the physical inventory.

(ii) Upon completion of the inventory, a DD Form 1348-8 will be completed for each grade of fuel.

(iii) The following certification will be typed on each DD Form 1348-8 and signed by the appropriate individuals:

"The inventory recorded on this DD Form 1348-8 has been transferred from contract SP0600-97-D-5795 to contract SP0600-03-D- (new number) on June 1, 2003 .

Signature (Outgoing Contractor) / (New Contractor) "

(iv) The Contractor shall telephone this information into the DER and mail one copy of each DD Form 1348-8 to the DER.

(v) The DER or ICP shall mail three copies of the Inventory Reconciliation Document Register covering the transfer month to the outgoing Contractor. The outgoing Contractor shall apply appropriate certification to the Inventory Reconciliation Document Register and shall retain one copy, provide one copy to the new Contractor, and return the third copy to the DER.

(8) **RETENTION OF ACCOUNTABLE RECORDS AND DOCUMENTS.** All records and documents identified above are DESC-accountable records and must be retained for two years after expiration of the contract. (DESC 52.245-9F30)

I180.02 ENVIRONMENTAL PROTECTION (STORAGE) (DESC MAY 1987)

The Contractor agrees to conform to all laws and regulations relating to the protection of the environment in effect on the date the contract is awarded, which are applicable to its operation in the performance of this contract. The Contractor further agrees to conform to any laws or regulations enacted after contract award that are applicable to its operation in the performance of this contract. In the event that conformance with any such new laws or regulations causes an increase or decrease in the operating cost, the Contractor and the Government will negotiate an equitable adjustment in the contract price. Failure to agree on an equitable adjustment in the contract price shall be a dispute concerning a question

of fact within the meaning of the DISPUTES clause of this contract; however, nothing in this clause shall excuse the Contractor from implementing any such laws or regulations. The Contractor shall proceed with performance of this contract, unless so advised in writing by the Contracting Officer. (DESC 52.223-9F25)

I203 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with Part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with Part 231 of the Defense FAR Supplement, in effect on the date of this contract. (DFARS 252.231-7000)

I209.01 OPTION TO RENEW (SERVICES) (DESC APR 1997)

The Government shall have the option to renew this contract upon the same terms and conditions for three (3) successive periods of five (5) years each. The Government shall issue written notice of its exercise of this option to renew at least 60 days prior to the expiration date of this contract or any renewal thereof. (DESC 52.217-9F70)

I209.17 EXTENSION PROVISION (AFDF) (DESC SEP 2000)

The Government shall have the right to extend this contract upon the same terms and conditions on a month-by-month basis for a total of no more than six months at the end of any five-year period except the last one, if the Government will not be exercising an option. Notice of extensions may be furnished any time prior to the expiration of this contract or any extensions thereof. The foregoing extensions may be exercised by the Government only if (a) a decision is made by the Government that the additional time is required to deplete the Government-owned stocks stored in the facility, (b) a contract for follow-on services is terminated for default by the Government prior to commencement of services, or (c) where the extension is required to sustain performance because of difficulties encountered in award of the follow-on contract. (DESC 52.217-9F41)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from June 1, 2003 through May 31, 2023.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule. (FAR 52.216-18)

I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) **EVALUATION PREFERENCE.**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.
- (FAR 52.219-4)

SECTION J – LIST OF ATTACHMENTS

<u>FORM</u>	<u>TITLE</u>	<u>LOCATION</u>
DD 1707	INFORMATION TO OFFERORS OR QUOTERS	COVER PAGE
SF 33	SOLICITATION, OFFER, AND AWARD	PAGE 1
-	OFFEROR SUBMISSION PACKAGE	ATTACHMENT 1
-	WAGE DETERMINATION 1994-2061 (REV 17) JAN 23, 2002	ATTACHMENT 2
-	DRAFT LEASE AGREEMENT	ATTACHMENT 3
-	ENVIRONMENTAL BASELINE STUDY	ATTACHMENT 4

SECTION K – REPRESENTATIONS CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

* OSP = Offeror Submission Package, Attachment 1

The following clauses are included in full text in the OSP:

K1.01-5	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
K1.01-6	AFFIRMATIVE ACTION COMPLIANCE (APR 1984)
K1.01-11	SMALL BUSINESS PROGRAM REPRESENTATIONS (ALTS I/II) (OCT 2000/OCT 2000/OCT 2000)
K1.06	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)
K5	USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)
K7	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)
K15.03	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)
K33.01	AUTHORIZED NEGOTIATORS (DESC JAN 1998)
K41	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)
K45	FACSIMILE INVOICING (COCO/GOCO) (DESC SEP 1988)
K88	TAXPAYER IDENTIFICATION (OCT 1998)
K94	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)
K96	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government. (DFARS 252.209-7001)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)

(a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 240 calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror. (DESC 52.215-9FB1)

L2.01 INSTRUCTIONS TO OFFERORS (RFP) (DESC OCT 1981)

Offerors are expected to examine all sections of the solicitation and the Information to Offerors form. Failure to do so will be at offeror's risk. Each offeror shall furnish the information required by the solicitation. Offers and modifications thereto shall be signed and dated. The name and title of the person authorized to sign the offer is to be printed or typed on the offer. The offer shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. Erasures or other changes must be initialed by the person signing the offer. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope. (DESC 52.215-9F45)

L2.05-8 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (ALT I) (FEB 2000/OCT 1997)

(a) **DEFINITIONS.** As used in this provision--

(1) **Discussions** are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

(2) **In writing or written** means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

(3) **Proposal modification** is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

(4) **Time**, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturday, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals, and modifications to proposals shall be submitted in paper media in sealed envelopes or packages—

(i) Addressed to the office specified in the solicitation; and
(ii) Showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The proposal must show--

(i) The solicitation number;
(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices set opposite each item;
(iv) Names, titles, and telephone and facsimile numbers (and electronic address if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(a) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(b) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, or
It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(c) It is the only proposal received.

It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposal in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, EVALUATION OF FOREIGN CURRENCY OFFERS, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) **OFFER EXPIRATION DATE.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet.

(e) **RESTRICTION ON DISCLOSURE AND USE OF DATA.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: THIS PROPOSAL INCLUDES DATA THAT SHALL NOT BE DISCLOSED OUTSIDE THE GOVERNMENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED -- IN WHOLE OR IN PART -- FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFEROR AS A RESULT OF -- OR IN CONNECTION WITH -- THE SUBMISSION OF THIS DATA, THE GOVERNMENT SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT. THIS RESTRICTION DOES NOT LIMIT THE GOVERNMENT'S RIGHT TO USE INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM ANOTHER SOURCE WITHOUT RESTRICTION. THE DATA SUBJECT TO THIS RESTRICTION ARE CONTAINED IN SHEETS (INSERT NUMBERS OR OTHER IDENTIFICATION OF SHEETS); and

(2) Mark each sheet of data it wishes to restrict with the following legend: USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

(f) CONTRACT AWARD.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(FAR 52.215-1/Alt I)

L2.21 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DOD FAR Supplement Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation. (FAR 52.252-5)

L2.28 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

(a) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotations or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR/DFARS: <http://farsite.hill.af.mil/>

FAR/DFARS: <http://www-far.npr.gov/>

DLAD: <http://www.procregs.hq.dla.mil/>

(FAR 52.252-1)

L2.34.100 PROPOSAL FORMAT AND CONTENT (DESC NOV 2002)

The offeror must submit a completed Offeror Submission Package, including completion of all fill-in clauses. Proposals must be submitted in two parts and clearly labeled **Price Proposal** and **Technical Proposal**. Information addressing Factors 3 and 4 should be included with the price proposal. Offers for less than the entire 20-year contract period will not be considered.

(a) FACTOR 1: PRICE PROPOSAL.

(1) The offeror must complete the- SERVICES TO BE FURNISHED clause. The offeror will submit the original and one copy of the price proposal.

(2) If any exceptions are taken to the terms and conditions, the offeror shall indicate the specific paragraphs and submit the exceptions as part of the price proposal. Only exceptions detailed in the Price Proposal will be considered exceptions to the requirements of the solicitation.

(b) FACTOR 2: TECHNICAL PROPOSAL.

(1) The offeror shall submit the original and three copies of the technical proposal. The proposal will be evaluated strictly on technical merit.

(2) The technical proposal must present a specific, concise but detailed proposal describing the offeror's technical approach to accomplishing the required work. The proposal should be a detailed description of the approach, techniques, procedures, and program for achieving the objectives of the Performance Work Statement, thereby demonstrating the offeror's ability to meet the operational requirements at Moffett Field. This should include a manning chart detailing the offeror's projected manning levels for each 24-hour period over a typical one-week period. The offeror must submit a description of any contractor-owned equipment and facilities that will be utilized to perform the required services, with the following information provided:

(i) Trucks: Describe make, model, and condition of the tractor/cargo tanks and pumping systems.

(ii) Tanks: Describe quantity, size, and type of storage tanks, filtration systems, piping/manifolds, nozzles, meters, and automation

Offerors will identify any technical, schedule, performance, or cost risks associated with their proposals, and describe how they will resolve or avoid the identified risks. Proposals that are unrealistic in terms of technical commitments or price may be considered indicative of a lack of understanding of the solicitation requirements. The complete technical proposal for Factor (2) **will not exceed 25 pages**.

(c) FACTOR 3: PAST PERFORMANCE. The offeror shall list all contracts and subcontracts for the last three years (completed or in progress) from DESC as well as for other Government agencies or the private sector that are related to the proposed contract. Failure to submit a complete list may reflect adversely on the offeror. The Government has the option to consider information from these sources, and any others that it deems necessary in order to make an accurate assessment of the offeror's past performance. The offeror should include the following information:

(1) Name of contracting activity;

(2) Contract number;

(3) Contract type and dollar value;

(4) Brief description of the work (if the offeror is a large business, include a description of any subcontracting); and

(5) Contracting Officer, Contracting Officer's Representative, Administrative Contracting Officer, and program manager (all that are applicable) with telephone numbers. These contracts may include efforts undertaken on behalf of (1) private industry, (2) quasi-government organizations, or (3) Federal agencies, including those performed for non-DoD activities.

The offeror should provide information on any significant problems encountered and corrective actions taken.

(d) FACTOR 4: SOCIOECONOMIC CONTRACTING. The offeror should describe the extent of any planned subcontracting with small, small disadvantaged, veteran-owned small, HubZone small, service-disabled veteran-owned small, and women-owned small businesses, or historically black colleges/universities or minority institutions.

L5 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from--

ATTN: **DFSC-CPA**
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN ROAD SUITE 4950
FORT BELVOIR VA 22060-6222

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.
(FAR 52.233-2)

L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer. (DLAD 52.233-9000)

L7 SOCIOECONOMIC PROPOSAL (DESC DEC 2001)

(a) Offerors shall submit a plan that demonstrates their commitment to providing subcontracting opportunities to small businesses and Historically Black Colleges/Universities and Minority Institutions (HBCUs/MIs). All offerors regardless of business size are required to provide socioeconomic commitment. Small businesses will be credited for the dollar value/percentage of the work they perform as if the work were subcontracted to a small business concern. Work performed by a small business in-house shall be identified in the socioeconomic plan.

(b) As part of the plan, the offeror shall include--

- (1) A description of the efforts the company will make to ensure that small businesses and/or HBCUs/MIs will have equal opportunity to compete for subcontracts under any resulting contract.
- (2) A description of the offeror's current and planned proposed range for services, supplies, and any other support that will be provided by small businesses and/or HBCUs/MIs.
- (3) The specific names of subcontractors to the extent they are known.
- (4) A description of any future plans the company has for developing additional subcontracting opportunities for small businesses and/or HBCUs/MIs during the contract period.
- (5) Identification of the portion of the offeror's proposal, as a percentage of dollars, that will be subcontracted to small businesses and/or HBCUs/MIs.
- (6) The type of performance data the offeror would accumulate and provide to the Contracting Officer regarding their support of small businesses and/or HBCUs/MIs during the period of contract performance.
- (7) The name and title of the individual principally responsible for ensuring company support to such firms.

(DESC 52.215-9F71)

L17 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained --

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the --

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4 SECTION D
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5094

TELEPHONE: (215) 697-2667/2179
FACSIMILE: (215) 697-1462.

(FAR 52.211-2)

L54.01 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. (FAR 52.237-1)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation. (FAR 52.216-1)

L82 WAGE DETERMINATION (DESC JAN 1986)

This procurement is subject to Wage Determination Number 1994-2061 dated 06/07/2002, as determined by the Administrator, Wage and Hour Public Contracts Division, U.S. Department of Labor. Register of Wage Determination and Fringe Benefits under the McNamara-O'Hara Service Contract Act is attached and made a part of this solicitation. (DESC 52.222-9F10)

L87.03 CONDITIONS FOR MULTIYEAR OFFERS (DESC AUG 1998)

(a) Offerors must submit a price for the total 20-year requirement. If you do not offer on the entire requirement, your bid/proposal will not be considered.

(b) Offerors are advised that the offered price shall be the same for each year of the multiyear requirement.

(DESC 52.207-9FB5)

L116.01 DATA REQUIRED (STORAGE) (DESC SEP 1994)

(a) Each proposal shall be accompanied by a map (a city street map is satisfactory) showing the exact location of the facility, a schematic drawing showing the facility layout and its relation to other facilities in the area, a description of equipment to be provided, line systems, pump capacities, and other data.

(b) Offeror must verify that certified strapping charts are available for each tank offered and that such charts will be provided upon request.

(c) Offerors are requested to provide, in barrels, the tank bottom for each tank, the pipeline and manifold fill for the facilities offered, and the capacity of the facilities available for receiving ballast water. Offerors are required to provide the maximum safe fill capacity for each tank offered, including a summary of how the maximum safe fill capacity computation was calculated.

(d) If the proposal is based on providing a common system isolated in accordance with the SERVICES TO BE FURNISHED clause, including a single-product system that is not for exclusive use of DESC-owned product, in lieu of the preferred dedicated system, offerors must submit a general description of such system including detailed handling procedures that shall be followed to ensure the quality of U.S. Government-owned product. The detailed procedures must include as a minimum (1) the types and grades of all other products moved through any part of the offered isolated system, including a list of the products' specifications, and (2) detailed procedures on how non-Government line fills are to be handled prior to receipt/shipment of Government product, i.e., flush and drain line, etc.

(DESC 52.215-9F90)

L196 PREPROPOSAL CONFERENCE (AARD) (DESC AUG 1993)

A Pre-proposal Conference, in conjunction with the site visit, will be held on **December 4, 2002** commencing at 9:00 a.m. at **DFSP Moffett Field, CA**. Contractors are requested to submit by letter, telephone, or email the name(s) of the individual(s) who plan to attend, on or before **November 25, 2002**.

(DESC 52.215-9F15)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision. (DESC 52.252-9F05)

L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

SECTION M – EVALUATION FACTORS FOR AWARD**M7 SOCIOECONOMIC EVALUATION (DESC DEC 2001)**

The relative merits of the Socioeconomic Proposal will be evaluated based on the degree to which an offeror's proposal demonstrates the commitment to use, in performance of the offered requirements, small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).

NOTE: The offeror's proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the Contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Command's small business office as a means of assisting the Contracting Officer in determining how well the Contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small businesses and HBCUs/MIs will be part of past performance evaluation. (DESC 52.215-9FB6)

M28.100 EVALUATION OF OFFERS (DESC NOV 2002)

- (a) Award of this contract will be made by using source selection procedures. Proposals submitted in response to this solicitation should be prepared in accordance with the Proposal Format and Content clause and will be evaluated by a board of one or more Government personnel. Final selection will be made by the Source Selection Authority based on an overall assessment of each offeror's technical proposals. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the Government, price and other factors considered.
- (b) The factors listed below will be used to evaluate proposals. Factor 1 is equal in importance to factors 2 and 3 together, which are equal in importance. Factors 1, 2, and 3 are considerably more important than factor 4. However, as the non-price factors become more equal, price becomes more important.

FACTOR 1: PRICE. The evaluated price will be the total price for line item one, including all option periods.

FACTOR 2: TECHNICAL PROPOSAL. The Government will evaluate the offeror's ability to meet the performance requirements at Moffett Field. This includes the adequacy of the manning plan, the type and quality of facilities/equipment to be utilized, and the offeror's ability to perform all services related to the fuel support mission.

FACTOR 3: PAST PERFORMANCE. The Government will evaluate the quality of the offeror's past performance. In doing this, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other subcontractors, and any others who may have useful information. Offerors lacking relevant past performance history will receive a neutral evaluation for past performance.

FACTOR 4: SOCIOECONOMIC SUBCONTRACTING. The Government will evaluate the offeror's commitment to subcontracting with small, small disadvantaged, veteran-owned small, HUBZone small, service-disabled veteran owned small, and women-owned small businesses, or historically black colleges/universities or minority institutions.

M43.05 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). (FAR 52.217-5)

SECTION C

Performance Work Statement

for

Aviation Fueling Services

DFSP Moffett Federal Airfield, CA



November 15, 2002

Solicitation Number: SP0600-03-R-0017

**PERFORMANCE WORK STATEMENT
FOR
AVIATION FUELING SERVICES
MOFFET FEDERAL AIRFIELD, CA**

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C-1. Description of Services: The purpose of this requirement is to obtain the necessary petroleum services and infrastructure to support the aviation fuel requirements at Moffett Federal Airfield, CA. The contractor is required to provide all manpower, equipment, material and resources necessary to perform these services. Services are to include the receipt, storage and issuing of U.S. government owned aviation turbine fuel (JP-8) to multiple types and sizes of aircraft. The National Aeronautics and Space Administration (NASA) Ames Research Center (ARC) shall provide the real property under a lease/permit agreement with the contractor. The contractor shall ensure that all work meets performance objectives; standards or tolerances specified herein or best equivalent commercial practices and standards. All work shall be performed within the threshold limits stated in section C-2. The services under this contract shall include the minimum following requirements:

C-1.1. Management: The contractor shall provide all management, planning, programming, administration, supplies and labor necessary to ensure that all aviation fuel storage requirements, product truck loading and receiving, mobile alongside aircraft fueling services, receipt storage and disposal of defueled product, automated data processing, product quality surveillance, contract performance quality assurance, security, safety and environmental management services are performed for the Defense Energy Support Center (DESC) in accordance with (IAW) standards annotated in this performance work statement (PWS).

C1.1.1. Resumes must be submitted for management personnel.

C-1.2. Aviation Fuel Storage Services: The contractor shall be required to store U.S. government owned aviation turbine fuel (JP-8) on Moffett Federal airfield. Appendix C, table C-1 provides the historical data (High Month) for the contractor to determine storage requirements. At a minimum, the facility must be able to maintain 10 days of supply based on table C-1 plus an economic re-supply quantity (ERQ) 47,000 gallons.

C-1.2.1. The contractor shall provide a minimum of three interconnected tanks to allow for product re-circulation, isolation of potential contaminated stocks and simultaneous filtered bulk receipt and issuing. System design shall accommodate filtered bulk receipt and loading from any tank within the system. **Above ground systems are preferred.** However the government will consider any alternative designs submitted for consideration. The facilities shall have automatic tank gauging and monitoring systems that can interface with the DESC Fuel Automated System (FAS). Questions concerning compatibility should be directed to the QSR.

C-1.2.2. All tanks and facilities used to provide the services shall meet the requirements of the current American Petroleum Institute (API) standards, National Fire Protection Association (NFPA) codes, National electrical codes and all Federal, state, and local environmental laws and regulations applicable to tanks and facilities of the type to be utilized, including but not limited to proper secondary containment, leak detection, and control of vent vapors. These facilities should meet best commercial standards with components and fixtures that allow proper service interface with government owned commercial vehicles and equipment. The contractor shall be responsible for obtaining all permits necessary for operating these facilities.

C-1.2.3. Contractor shall provide adequate personnel to operate the storage facility and ensure that personnel are trained and qualified IAW best commercial practices per the Air Transportation Association (ATA) specification 103.

C-1.2.4. Contractor shall maintain the quality of the government owned product IAW DoD Standard Practice, Quality Surveillance for Fuels, Lubricants and Related Products, MIL-STD-3004.

C-1.3. Truck Loading and Off-loading Services: Provide tank truck receipt services for receiving government owned product into the contractor-owned storage facility and provide bottom-loading services for mobile refuel trucks IAW the standards stated in paragraph C-2. Appendix C Tables C-1, C-2 and C-3 provides historical data to assist in sizing of facility. The contractor shall be available to receive tank trucks from 0700 to 1600 on the delivery day (Monday-Friday) coordinated by DESC-Americas West (DESC-AW). It is estimated that tank truck receipt deliveries will occur once a week (average 47,000 gallon Economic Resupply Quantity (ERQ)) and up to twice a week (94,000 gallon ERQ) during high use weeks. The contractor shall be available to issue to tank trucks from 0900 to 1800 Monday through Friday, on the first Saturday and Sunday of each month and in excess of these hours as required by the Contractor Officer's Representative (COR) on an overtime basis based on historical data in Appendix C, Table C-3.

C-1.3.1. Facility shall be equipped with temperature compensating meters for both loading and off-loading for measuring receipts and issues within the allowable tolerances listed in DoD Order 4140.25M.

C-1.3.2. The Contractor's truck loading facilities shall be in compliance with all Federal, State and local environmental laws and regulations and will have back-up generators that provide 100% power requirements for normal receipt and issue operations. Generators in excess of 50 hp require BAAQMD permits, for which the contractor would be responsible.

C-1.3.3. The Contractor's Truck Fill facilities must be equipped with a filtration system capable of meeting the requirements of API Bulletin 1581, Category M and Type S for tank truck loading, off loading and tank-to-tank transfers.

C-1.3.4. The contractor must be capable of receiving and issuing government owned product (Aviation grade JP-8) via truck deliveries (See Appendix C for historical data). The Contractor shall have the capability to receive and dispense government-owned product simultaneously. The Contractor will schedule and coordinate fuel receipts with DESC-Americas-West located in San Pedro, CA.

C-1.4. Mobile Aircraft Alongside Refueling Services: Provide Alongside aircraft refueling truck service 0900 – 1800 Monday through Friday and 0900 – 1800 on the first Saturday and Sunday of each month and in excess of those hours as required by the COR on an overtime basis. Contract services shall include connecting the refueling nozzle to the aircraft fuel receptacle, nozzle operation during refueling, aircraft fuel panel operation and disconnecting the nozzle after the fueling operation. All tasks will be performed in accordance with the ATA 103 and the aircraft type servicing manual procedures.

Note: This solicitation does not require the contractor to perform aircraft handling operations, i.e., ground taxi, chalking, brake checks, etc.

C-1.4.1. Aircraft requiring service will consist of DoD and NASA customer helicopters and fixed wing aircraft up to and including Galaxy C-5 sized aircraft and their commercial equivalents.

C-1.4.2. Appendix C, Table C-3 provides the historical data for determination of expected truck refueling service requirements to be provided.

C-1.4.3. The contractor's Alongside refueling trucks shall meet current Commercial (ATA-103), Federal and State Department of Transportation (DOT) standards for transporting and issuing aviation petroleum products. to include contractor personnel providing the operation of the refueling nozzle.

C-1.4.4. The Contractor shall provide dispatching services for Into Plane refueling service and maintain logs (electronic copies) that reflects the time the refuel was requested, response time, aircraft information and gallons issued for each aircraft refueled.

C-1.4.5. The Contractor will be required to fill out fuel issue document form 1898 upon issuing fuel to customers. The customer will be provided with a copy of the 1898. The Contractor will then be required to enter the transaction into FAS for billing or submit the receipts to the QSR for processing.

C-1.4.6. The Contractor is expected to provide timely service to all customers. Minimum response time requirements are listed in section C-2. It should be noted that the current alongside services provided by the GOCO contractor's single 8k gal alongside refueler has been adequate in meeting the historical requirements listed in Appendix C (Work load estimates).

C-1.5. Air National Guard (ANG) Defueling Services: Contractor shall provide the following services for both on-grade and contaminated aviation grade product (JP-8) for the Air National Guard at Moffett airfield:

C-1.5.1. Provide for receipt and credit of on-grade aviation grade JP-8 defuels from ANG refueler/defueler trucks for return to storage based on historical data of 4 truck defuels per year for an annual total of 20,000 gals (average of 4,000-5,000 per a defuel).

C-1.5.2. Provide for receipt and disposal (without credit) of contaminated JP-8 from ANG defueling bowzers based on historical data of 4 bowser defuels per year for an annual total of 5,000 gals (1,200-1,300 gals per a defuel).

C-1.5.3. Defueled on-grade JP-8 will not be returned to issue tankage until fuel quality surveillance requirements per MIL-STD-3004 are accomplished.

C-1.6. Inventory Control and Reporting: The Fuels Automated System (FAS) is an automated information system (AIS) designed to support the Defense Energy Support Center (DESC) and the military services in performing their responsibilities in fuel management and distribution. FAS is a multi-functional AIS, which provides for point of sale data collection, inventory control, finance and accounting, procurement and facilities management. The Contractor shall provide a computer system with the following recommended minimum specifications to support FAS:

- 733 MHz processor
- 128 MB RAM
- 10 GB HDD
- V710 Monitor
- 56K Modem
- Windows 2000 Operating System
- LAN conductivity (Requirements to be provided by DESC FAS program managers)

C-1.6.1. The Contractor shall input inventory and sales data of Government-owned product directly into the Government's Fuel Automated System (FAS) utilizing the Government-furnished computer software. DESC shall install the necessary software and provide training to a minimum of two contractor personnel. Reference Clause I119.04 for additional information regarding the Government's inventory data requirement.

C-1.7. Product Quality Surveillance: The contractor will be responsible for maintaining the quality of the government owned product delivered to the contractor in accordance with MIL-STD-3004. The

DESC Quality Surveillance Representative (QSR)/COR stationed at Moffett is the primary responsible official for conducting product quality sampling and testing for DESC aviation grade fuel receipts at Moffett. However, the contractor shall be prepared to provide fuel receipt quality sampling and testing services in the absence of the DESC QSR/COR.

C-1.7.1. The contractor shall reimburse the government the cost of the product and cost of disposal or remediation of DoD product that becomes contaminated while at the contractor's facility due to contractor negligence.

C-1.7.2. The contractor shall report immediately to the COR and/or DESC-Americas West (DESC-AW) any DoD fuel receipts or on hand stocks that fail to meet product quality for receipt, storage or issue per MIL-STD-3004. Suspected off-specification fuel will be isolated and not released for issue until authorized by DESC via its COR.

C-1.7.3. The government fuel testing lab at Moffett Federal Airfield shall be available for the contractor's use as coordinated with the DESC QSR/COR stationed at. The contractor is responsible for providing their own consumable testing materials and for the safety and housekeeping of the government lab when in use by the contractor's personnel.

C-1.8. Environmental Management: The Contractor shall comply with existing approved policies, procedures and guidelines, Federal, State and local environmental regulations, and Spill Prevention Control and Countermeasures (SPCC) Plans in affect at NASA Ames Research Center. The contractor is responsible for development and management of his site specific SPCC.

C-1.9. Security: The contractor shall comply with all security requirements as outlined in clause C19.01.

C-1.9.1. The contractor shall comply with NASA ARC controlled access area procedures and instructions. All work in controlled areas shall be coordinated with the airfield security manager.

C-1.10. Emerging NASA Aircraft Refueling Services Requirements:

C-1.10.1. NASA's Stratospheric Observatory For Infrared Astronomy (SOFIA) aircraft, a modified Boeing 747, is anticipated to become operational and home based at Moffett Federal Airfield in 2004. The aircraft's mission will have the following anticipated fueling requirements, which are NOT included in the historical data tables provided in this PWS:

C-1.10.1.a. Fuel shall be delivered (Alongside with nozzle services) to the aircraft at the NASA ramp adjacent to hangar N211 on the west side of the airfield.

C-1.10.1.b. Fuel delivery flow rate of 600 gallons per minute (at skin of the aircraft via two refueling receptacles) at a maximum pressure of 50-55 psi.

C-1.10.1.c. Maximum hose length of 100 feet without Couplings.

C-1.10.1.d. Ability to defuel/drain hose upon disconnection from aircraft.

C-1.10.1.e. Each refueling mission must be completed within 1.5 hours from requested fuel truck dispatch time.

C-1.10.1.f. Anticipate 180,000 to 200,000 pounds (27k-30k gals) of fuel per flight/refueling mission.

C-1.10.1.g. Anticipate a maximum of 4 flights/refuelings per week.

C-1.10.2. The actual operational start date of the SOFIA aircraft and its fueling requirements are subject to change. DESC will provide the contractor with a 180-day notice to provide dedicated additional fuel storage and truck refueling services for NASA's SOFIA 747 aircraft. Dedicated SOFIA 747 additional fuel storage and refueling services shall be provided per best commercial practices and in accordance with ATA-103, Federal, State and Local Laws and regulations regarding the storage and issuing of aviation fuel to commercial aircraft.

C-1.10.3. NASA SOFIA 747 support will be a separate CLN requirement that all potential contractors will provide bids for both technical and best value evaluation. However, it is understood that the SOFIA support CLIN will not be activated until NASA provides a 180 day notice for services to be established and that the contractor's costs will be modified by the contractor according to any changes in requirements and economic factors at the time of activation.

C-2. Service Delivery Summary.

MOFFET AVIATION FUEL SERVICE DELIVERY SUMMARY TABLE

PERFORMANCE OBJECTIVE	PWS PARA.	PERFORMANCE THRESHOLD
MANAGEMENT: Provide general management services for aviation fuel operations (receipt, storage, defuel handling & issues), environmental compliance & remediation, product inventory control/reporting, product quality surveillance, contract performance quality assurance, security, training and safety per best industry practices, DoD Order 4140-25.M, NFPA, Federal, State and Local regulations and codes.	C-1, C-1.1	1. Fuel operations threshold 98% compliance correctable to 100%. 2. Environmental 100% compliance. 3. Product Inventory control and reporting 98% compliance correctable to 100% 4. Product quality surveillance 100% compliance. 5. Safety 100% compliance 6. Security 100% compliance 7. Training 100% compliance 8. Performance quality assurance 98% compliance correctable to 100%.
STORAGE: Provide aviation fuel storage facilities for DoD JP-8 stocks based on historical data 10 DOS (daily average for the highest month of historical consumption), Economic Resupply Quantity (ERQ) of 47,000 gallons and to accommodate contingency requirements (see appendix C workload data)	C-1, C-1.2 through C-1.2.4	1. Fuel storage facilities shall meet industry best practice & API standards as well as Federal, NFPA, State and Local building, safety and environmental regulations and codes. Threshold 100% compliance. 2. Fuel storage volume shall meet minimum requirement for 10 DOS, ERQ and contingency requirements (See appendix C). Threshold 100% compliance.
TANKER TRUCK RECEIPT & LOADING: Provide refueler truck loading and receipt services for contractor alongside refueler, Air National Guard military refuelers, NASA and DESC commercial refuelers and tanker trucks up to 10k gal size capacity.	C-1, C-1.3 through C-1.3.5	1. Truck loading and receipt facilities shall meet industry best practice and API standards as well as Federal, NFPA, State and Local building, safety and environmental regulations and codes. Threshold 100% compliance 2. Shall provide a minimum

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		<p>loading flow rate of 300 GPM and receipt flow rate of 300 GPM and aviation fuel filtration between storage tanks and issue point and receipt manifold per ATA-103 and API standards. Threshold 100% compliance</p> <p>3. Shall be equipped with bottom loading capability and a temperature-compensating meter to accurately measure volume of product being loaded and received per DoD Order 4140-25m (DoD Management of Bulk Petroleum Products). Threshold 100% compliance.</p>
<p>ALONGSIDE REFUEL: Provide Alongside mobile aircraft refueling services for DoD and commercial equivalent aircraft for both helicopter and fixed wing aircraft up to and including Galaxy C-5 sized aircraft based upon historical data in appendix C.</p>	C-1, C-1.4 through C-1.4.5	<p>1. Contractor provided refueler(s) shall conform to DOT and industry standards per API, and ATA-103 for the transportation and dispensing of aviation fuel. Threshold 100% compliance.</p> <p>2. Issue flow rates will meet maximum aircraft refueling rates for DoD aircraft by type and model and not exceed 55 PSI at the skin of the aircraft. Threshold 100% compliance.</p> <p>3. Response time: Provide Alongside refueling service response to an individual refueling request within 20 minutes and two near simultaneous refueling request within 90 minutes. Any subsequent refueling request received during the execution of two near-simultaneous refuelings will have a response time of 2 hours for tenant organizations (129th ANG and NASA) and within 4 hours for transit aircraft. The contractor will by utilizing best business practices, minimize response times, especially for follow-on request during two simultaneous refueling responses. Threshold 98% compliance correctable to 100% compliance.</p>
<p>DISPATCH: Provide organic dispatching services of contractor Alongside refueling fleet and maintain logs (electronic files) of each truck-refueling mission documenting the time of refuel request, response time, aircraft identification information and gallons issued for each aircraft refueling.</p>	C-1.4.4	<p>Threshold 98% compliance correctable to 100%.</p>

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DEFUELS: Provide receipt, storage, return to use or disposal services for defueled aviation product for both on-grade and contaminated defuels from NASA or Air National Guard mobile defuelers and bousers per historical data in Section C1.5.	C-1, C-1.5 through C-1.5.3	1. Defueling receipt and storage facilities shall be provided based upon best industry practices per API and ATA-103 standards and in compliance with NFPA, Federal, State and Local building, safety and environmental regulations and codes. Threshold 100% compliance. 2. Ensure that on-grade defueled aviation product is not co-mingled with off-grade product and returned to issue stocks per Mil-Std-3004 (DoD Standard Practice, Quality Surveillance for Fuels, Lubricants and Related Products) Threshold 100% compliance. 3. Off grade aviation defueled product will be held in a segregated, independent storage tank until disposed of in accordance with Federal, State and Local environmental codes and regulations. Threshold 100% compliance. NASA is responsible for hazardous waste manifesting. (DESC Note: Agreed, change will be made in final document)
INVENTORY CONTROL & REPORTING: Provide automated aviation fuel product inventory control and reporting per DoD Order 4140-25.M	C-1, C-1.6 through C-1.6.1	98% compliance correctable to 100% per DoD Order 4140-25.M
FUEL QUALITY SURVEILLANCE: Conduct receipt, storage and issuing aviation fuel quality surveillance for JP-8 milspec fuel.	C-1, C-1.7 through C-1.7.3	100% compliance per DoD Order 4140-25.M and MIL-STD-3004 for JP-8 milspec fuel.
ENVIRONMENTAL: Conduct environmental management of DoD aviation fuel stocks for compliance and remediation per DoD Order 4140-25.M and Federal, State and Local codes and regulations.	C-1 and C-1.8	100% compliance
SECURITY: Provide security measures per clause C19.01	C-1, C-1.9 through C-1.9.1	100% compliance.
EMERGING NASA REQUIREMENTS: Provide additional storage and refueling services to support NASA's 747 SOFIA aircraft within 180 days notice. Storage and refueling services will be provided per best commercial practices and IAW ATA-103, Federal, State and Local Laws and regulations regarding fuel storage and issuing to commercial aircraft	C-1.10	100% compliance

C-3. Government Furnished Property and Services: Establish and maintain a system in accordance with FAR subpart 45.5 to control, protect and maintain government property. This property control system shall be in writing and available for review 90 days after award of contract. Except as stated in this contract, the contractor shall furnish all vehicles, materials and equipment necessary to perform this contract. Both the inventory of equipment to be maintained and the property furnished for use in the contract will fluctuate, as mission needs change. Any such changes will, however, be approved by the Contracting Officer's Representative (COR).

C-3.1. Appendix D lists all government furnished property. Appendix D is a building diagram for the office space provided to the contractor.

C-3.1.1. The government fuel testing lab at Moffett Federal Airfield will be available for the contractor's use as coordinated with the DESC QSR/COR stationed at Moffett. The contractor is responsible for providing their own consumable testing materials and for the safety and housekeeping of the government lab when in use by the contractor's personnel.

C-4. General Information

C-4.1. General Contractor Requirements.

C-4.1.1. The contractor shall perform all administrative services necessary to perform the work to include, but not limited to, property management, quality control, maintenance of accurate and complete records, files (i.e. environmental and training reports) and maintain physical control of applicable publications (i.e. Federal, State, and local regulations, codes, technical manuals and manufactures instructions etc.).

C-4.1.2. The contractor shall make supervisory personnel available to attend local meetings as requested by the government.

C-4.2. Emergency Requirements. The contractor shall make available to the COR a listing of emergency contact numbers for the contractor. These numbers shall also be posted conspicuously at the contractor's facilities. The contractor's facilities shall have emergency generator power installed with capabilities to provide 100% routine services during power outages.

C-4.3. Contractor Employees. The contractor shall provide necessary personnel to accomplish all contract work and services within government specified time frames. The contractor shall provide personnel with necessary licenses, certifications, training, experience levels and security clearances that are required, by Federal, State and local laws and regulations.

C-4.3.1. The contractor shall not employ persons for work on this contract if such employee is identified to the contractor by the COR as a potential threat to the health, safety, security or well being of the base or its population.

C-4.3.2. Contractor personnel shall be easily recognized as contractor employees. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges that contain the company name and employee name.

C-4.3.3. The contractor is subject to all airfield regulations regarding clothing attire.

C-4.3.4. The contractor shall not employ any person who is an employee of the United States Government if that employment of that person would create a conflict of interest.

C-4.3.5. The contractor is cautioned that off-duty active military personnel hired under this contract may be subject to permanent change of station, change in duty hours or deployment. Military reservist and National Guard members may be subject to recall to active duty. The abrupt absence of these personnel could adversely affect the contractor's ability to perform, however, their absence at any time shall not constitute an excuse for nonperformance under this contract.

C-4.3.6. Contractor personnel shall not use government vehicles, computers or equipment unless authorized by this contract or the COR.

C-4.4. Housekeeping. The contractor shall keep all contractor facilities and work areas clean and neat IAW industry, Occupational Safety and Health Administration (OSHA), fire and safety standards. Clutter and storage of incompatible materials in equipment areas is not acceptable.

C-4.5. Technical Direction. The government may give technical direction to the contractor. The purpose of this direction is to re-prioritize efforts to meet organizational goals and mission priorities. Technical direction will originate from the government program manager, contracting officer or their appointed technical direction representative. It is understood that this reprioritization will be at no additional cost.

C-4.6. Environmental Compliance & Remediation Requirements.

C-4.6.1. Compliance. The federal government is not exempt from compliance with environmental regulations. The contractor shall comply, and ensure that all subcontractors comply, with all applicable environmental federal, state, and local laws and regulations and DoD and NASA policies, instructions, plans, procedures and guidelines. The contractor may use the DESC web site, and the NASA Ames environmental office to obtain documents and information to assist in their compliance efforts.

C-4.6.2. Compliance Agencies. The contractor shall comply with all Federal, State, and local environmental regulations, permits, permit conditions, and NASA Ames policies, procedures and guidelines. The agencies typically involved in field activities include, but are not limited to: U.S. Fish & Wildlife Service (USFWS); State Historical Preservation Officer (SHPO), Santa Clara County Department of Environmental Health; Regional Water Quality Control Board (RWQCB); Bay Area Air Quality Management District (BAAQMD); California Air Resources Board (CARB); Department of Toxic Substances Control (DTSC); Bay Conservation and Development Commission (BCDC); Sunnyvale Publicly-Owned Treatment Works (POTW); and the California Coastal Commission.

C-4.6.3. Regulatory Agency Inspections. The contractor shall promptly submit to and support the Contracting Officer and COR in all environmental regulatory agency inspections.

C-4.6.4. Notice of Violation (NOV). The contractor shall be liable for all of their Notices of Violation (NOV), fines, penalties, and corrective actions imposed by federal, state, or local environmental regulatory agencies due to the contractor's inability to comply with required environmental requirements. The contractor shall provide verbal notification to the contracting officer within 24-hours of receiving their NOV followed by written notification within three workdays of receiving their NOV.

C-4.6.5. Air Quality. The contractor shall comply with including, but not limited to: BAAQMD rules and regulations; California Air Resources Board standards, controls, and equipment registration requirements.

C-4.6.6. Hazardous Waste. The contractor generating hazardous waste shall comply with including, but not limited to: Resource Conservation and Recovery Act; 40 CFR Parts 240-299, CFR 49 Parts 171-180, Toxic Substances Control Act, 40 CFR 761; Title 22 California Code of Regulations (CCR), Division 4.5 and **ARC's Environmental Procedures and Guidelines, APG 8800.3, Chapter 4 to include future updates and modifications.** The contractor is responsible for the proper handling and **coordination of disposal with ARC** of all hazardous waste generated by the Contractor, its employees or sub-contractors.

C-4.6.7. Hazardous Materials. The contractor shall comply with including, but are not limited to: Federal, State, Local laws, regulations and codes and the **ARC's Environmental Procedures and Guidelines, APG 8800.3, to include future updates and modifications.** .

C-4.6.8. Spill Release and Cleanup. The contractor is responsible for all cleanup and remediation resulting from fuel or hazardous material spills from contractor facilities and vehicles.

C-4.6.8.1. The contractor shall immediately notify the COR and NASA Ames Environmental Office of a spill/release so that the government can determine if a required environmental regulatory agency Incident Release Report needs to be prepared and submitted based on the Reportable Quantity of the spill/release.

C-4.6.8.2. The contractor shall take immediate actions involving hazardous material spill/release to property to contain, clean up, make notifications, and provide final clean up documentation for their spill/release.

C-4.6.8.3. When the contractor is unable to conduct proper clean up activities from a spill/release, then the government reserves the right to conduct the clean up activities until the contractor can properly conduct the clean up activities.

C-4.7. Data Management. The contractor shall manage, maintain and store documentation at a central library developed for use in the performance of this contract. Documentation includes, but is not limited to, Plans, certifications, warranties, **manuals and environmental reporting/record keeping.** Designate a focal point to integrate total data management efforts and manage changes, additions and deletions of data items. This includes all required environmental reporting and record keeping.

C-4.8. Detailed Plans.

C-4.8.1. General: As specified herein, the Contractor shall submit plans to the Government for review and acceptance. The required plans shall address the full range of aviation fuel management and operations related issues that apply to the contracted aviation fuel function at Moffett Federal Airfield. All plans are considered dynamic documents that may require review and updating over the course of the contract. For those plans not required until after the contract start date, the Contractor shall comply with existing Government practices and procedures during the initial performance period. The ***bold Italics*** comments of the following paragraphs specify when each plan or a summary thereof is due and to whom it will be submitted. ***See Section L, Instructions, Conditions, and Notices to Offers or Quoters, Clause L2.34.100, regarding the submission of summary plans for technical evaluation.***

C-4.8.2. Quality Control Plan: Pursuit to the provisions of Section E, Inspection and Acceptance, Clause E5.03, the Contractor shall provide a comprehensive and detailed plan that will ensure contract compliance. The Contractor shall provide a quality control plan, an internal, self-inspection system acceptable to the Government, which addresses methods for meeting the performance standards established within sections C-1 (Description of Services), C-2 (Service Delivery Summary) and C-4 (General Information). The contract compliance plan will specifically address contract contingencies, operations, safety, training and security. ***The complete Quality Control Plan shall be submitted to the Contracting Officers Representative (COR) within 60 days of the contract start date.***

C-4.8.3. Environmental Protection Plan: In order to address NASA real estate leasing requirements and based on the requirements of sections C-1 (Description of Services) and C-2 (Service Delivery Summary), the Contractor shall submit a comprehensive and detailed plan

outlining procedures necessary to protect the environment in accordance with applicable Federal, State and local laws, regulations and codes, and NASA policies, procedures and guidelines. . The Environmental protection plan shall encompass **COCO site specific** Fuel Spill Prevention, **Countermeasures and Control (SPCC) Measures Plan, Fuel Spill Response Plan**, Hazardous Waste Pollution Prevention, Hazardous Materials (HAZMAT) Emergency Response and Hazardous Waste Management **Plan. *The Environmental Protection Plan shall be submitted to the contracted activity within 60 days of contract award.***

C-4.8.4. Product Quality Surveillance Plan: The Product Quality Surveillance plan must meet the requirements of clause E1.11. ***The Product Quality Surveillance Plan must be submitted to the COR/QSR prior to the beginning date of the contract.***

C-4.9. Phase In/Phase Out. The phase-in and phase-out stipulations contained herein are considered part of the contract and the contract period. There shall be no separately stated costs, or payments by the government, for any costs that may be incurred by the contractor as a direct or indirect result of these phase-in/observation and phase-out stipulations. All costs must therefore, be included in the basic contract price.

C-4.9.1. Phase-In & Observation: During the phase-in for this contract, contractor shall participate in a joint walk inventory. This inventory shall be monitored by government personnel, and shall have as its purpose the verification of assets to be accepted and transferred. The contractor and the government shall certify their agreement on the inventory accuracy and serviceability of listed property. Accountability for the asset inventory shall be transferred to the contractor by the start of contract.

C-4.9.1.1. The government will provide FAS familiarization training for the contractor for selected tasks outlined in Section C-1.6.

C-4.9.1.2. Phase In Transition. During the transition of aviation fuel services between the outgoing and incoming DESC contractors the support to all customers will be “seamless”. The contracting officer and the COR will coordinate between the incoming and outgoing contractors to ensure that proper timing and coordination of services turnovers will not effect the level of required services per this contract.

C-4.9.2. Phase-Out. In addition to the clause "continuity of Services" (FAR 52.237-3), contractor shall give support to and cooperate with any successor that may be designated prior to the expiration of this contract. Phase-in assistance may be required during the final ninety days of this contract and is defined as follows:

C-4.9.2.1. In the event the contractor is to be replaced by a successor in the performance of all or part of the work contemplated by this contract, the contractor shall cooperate in good faith with any successor contractor to provide reasonable access to employees and employee records for recruitment efforts. With respect to any such employees who are offered positions by the successor contractor, contractor further agrees to release, without penalty, any employee who chooses to accept employment by a successor contractor. This obligation shall not require contractor to release an employee prior to the completion date of its performance under this contract if such early release would materially affect contractors ability to perform its obligations under the remainder. Furthermore, this clause shall not be deemed to preclude contractor from making confide offers of alternate employment to its employees involved in the performance of this contract.

C-4.9.2.2. Contractor shall make available to the successor copies of all maintenance Instructions and all other procedures developed in the performance of this contract.

C-4.9.2.3. Contractor shall make available to the successor copies of historic data developed and documented in the performance of this contract.

C-4.9.2.4. Ongoing operations shall be coordinated with management and administrative personnel of the successor.

C-4.9.2.5. Contractor agrees to cooperate with the successor in executing a formal transfer of GFP that fully accounts for all assets. This will include a joint walk-down inventory with the successor. The joint inventory shall be monitored by the government program manager.

C-4.9.2.6. Phase-out assistance as defined above is considered within the scope of this contract and no adjustment in estimated costs, fees, price, or other provision by reason of such effort will be warranted. In no event, will presence of successor personnel relieve the Contractor of contractual responsibilities under this contract.

C-4.10. NASA Tenant Requirements Coordination: NASA AMES is the landlord and host for tenants located at Moffett Federal Airfield. The following NASA AMES requirements must be met by DESC's COCO contractor. It should be noted that NASA's approval will not be unreasonably withheld concerning these requirements. NASA will provide all potential contractors with copies of the below stated requirements at the pre-solicitation meeting:

C-4.10.1. The contractor shall comply with all NASA AMES standards for facility permitting procedures, environmental, health, and safety regulations, policies, and procedures. Waivers may be granted at NASA AMES sole discretion.

C-4.10.2. The contractor's spill contingency plan is subject to NASA Ames approval pertaining to compliance with all applicable Federal, state, and local environmental requirements, and NASA Ames policies, procedures and guidelines.

C-4.10.3. The contractor's safety plan is subject to NASA Ames approval pertaining to compliance with Federal, state, and local requirements, and NASA Ames policies, procedures and guidelines.

C-4.11. NASA Tenant Support Services and Real Estate Leasing Costs:

C-4.11.1. Moffett NASA AMES will provide a tenant service support package for utility services, vehicle fuel support, LAN services, fire fighting services etc... and associated cost at the pre-solicitation meeting. These rates are subject to change by NASA AMES at the beginning of each government fiscal year (October 1st). DESC will reimburse the contractor for tenant service support cost under a separate reimbursable contract line item number.

C-4.11.2. Moffett NASA AMES will lease the required real estate (SEE APPENDIX E) for the contractors COCO facility upon award of the contract. At the pre-solicitation meeting Moffett NASA AMES will provide information and viewing of the proposed real estate and provide projected leasing cost estimates. DESC will reimburse the contractor for real estate lease cost under a separate reimbursable contract line item number.

C-4.12. Removal of COCO Facilities. "Upon the expiration, termination or revocation of the fuels services contract, the ownership of all or parts of the facilities, alterations, additions, betterments and improvements made or installed to provide fueling services by the contractor shall vest in the government per the contract provisions. If the government decides not to take ownership of all or part of the contractor's fueling facility, the government will negotiate the reimbursement of the contractor's cost for removal of facilities (including Underground Fuel Storage Tanks (UST)) and remediation of the real estate per the contract and the real estate lease agreement."

APPENDIX A**Definitions, Acronyms, and Abbreviations**

Words, the use of words, phrases, abbreviations, and acronyms as may be used within this Performance Work Statement are defined and clarified as follows:

ANG: Air National Guard
API: American Petroleum Institute
AST: Aboveground Storage Tank
ATG: Automatic Tank Gauge
ASTM: American Society for Testing Materials
BAAQMD: Bay Area Air Quality Management District
Barrel: A barrel is equal to 42 U.S. gallons.
CARB: California Air Resources Board
CFE: Contractor Furnished Equipment
CFR: Code of Federal Regulations
COR: DESC Contracting Officer Representative
CLIN: Contract Line Item Number
DESC: Defense Energy Support Center
DESC-AW: Defense Energy Support Center-Americas West Region
DFAMS: Defense Fuel Automated Management System
DFSP: Defense Fuel Support Point
DLA: Defense Logistics Agency
DOD: Department of Defense
DODAAC: Department of Defense Activity Address Code or UIC
DOS: Days Of Supply
DSN: Defense Switching Network (telephone communications system once referred to as AUTOVON)
DTSC: Department of Toxic Substances Control
GFE: Government Furnished Equipment
EDP: Emergency Distribution Plan
FAS: Fuels Automated System
RWQCB: Regional Water Quality Control Board
EPA: Environmental Protection Agency
ERQ: Economic Resupply Quantity
GPM: Gallon Per Minute
FAR: Federal Acquisition Regulations
FAS: Fuels Automated System
FSII: Fuel System Icing Inhibitor
ISSA: Inter-Service Support Agreement
MILCON: Military Construction
MOA: Memorandum Of Agreement
MPMS: Manual of Petroleum Measurements Standards
MSDS: Material Safety Data Sheet
MRE: Maintenance, Repair, and Environmental
NASA ARC: National Aeronautics and Space Administration Ames Research Center
NFPA: National fire Protection Agency
NOV: Notice of Violation
NPDES: National Pollution Discharge Elimination System
NSN: National Stock Number
OPA: Oil Pollution Act
OSHA: Occupational Safety and Health Administration
PM: Preventive Maintenance (see Maintenance above)
POS: Peacetime Operating Stock

PWS: Performance Work Statement

QASP: Quality Assurance Surveillance Plan

RCRA: Resource Conservation and Recovery Act

SOFIA: Stratospheric Observatory for Infrared Astronomy (a modified Boeing 747 aircraft)

SOP: Standard Operating Procedure

SPCC: Spill Prevention Control and Countermeasure Plan

UDAPS: Uniform Data Automated Processing System

Common Hand Tools: As it applies to this document, common hand tools are defined as screwdrivers, pliers, hand cutters, hand, Allen, and pipe wrenches, socket and nut driver sets, hammers, bars, clamps and securing devices, and miscellaneous other non-powered tools of all size and type as may be carried by (personal tools) or available to (shop tools) a system operator or maintenance person.

Contract Date/Periods:

Contract Award Date: The date entered in block 20C, Date Signed, of the Standard Form 26, Award/Contract. This date may differ from the start/performance date. Note that elements of the solicitation/contract are linked to this date.

Contract Start Date: The contract start date, performance date, or first day of the performance period is the first day of the period cited in block 15 (A through F) of the Standard Form 26, Award/Contract. The start date and performance period may be adjusted by amendment to provide the Contractor sufficient lead-time to ready equipment for the contract.

Contractor (The): The individual, group of persons, company, group of companies, or corporation specifically named and contracted by/with the Government to fulfill the terms of the specified contract document. The term "Contractor" as used herein refers to the company or corporation as a whole or any individual, manager or assistant, attendant, technician, operator, driver, dispatcher, or laborer who may be acting on behalf of the Contractor.

Contracting Officer: Includes the Procurement Contracting Officer (PCO) and the Administrative Contracting Officer (ACO).

Contracting Officers Representative: The local or on site Navy technical specialist, military or civilian, designated by the Contracting Officer to inspect and accept or reject the supplies and services furnished under a specified contract.

Maintenance: Unless specifically defined otherwise, the word or term "maintain or maintenance" shall mean preventive or operator maintenance as defined below.

Other Maintenance and Repair: Maintenance and repair beyond that defined as preventive is other maintenance and repair. This includes unplanned repair or replacement of material or components that show abnormal wear or fail.

Operator Maintenance: Operator maintenance is that work accomplished during routine inspections and during system use/operation. Operator maintenance may be, but is not necessarily limited to, work such as the replacement of ground wires, plugs, and clips, the replacement of O-rings and gaskets, the tightening of nuts, bolts, and screws to prevent leakage, or corrosion control and spot painting. Operator maintenance is normally be limited to those actions taken by qualified system operators using common hand tools.

Preventive Maintenance (PM): Preventive maintenance is a program of recurrent periodic or cyclic scheduled work designed to preserve and maintain equipment, apparatus, or facilities in such condition that they may be effectively used for their intended purpose.

Response Time: The total elapse time as measured from the time a call for services is received by the Contractor to the time the fuel servicing equipment or operator arrives at the aircraft, vehicle, facility, or equipment to be serviced.

Time: All reference to time or time periods, i.e., 0600-2000, 0600 to 2000, or 0600 to 2000 hours, is an expression of time as measure by a 24-hour clock (military time) and an expression of local time for the contracted location.

Wordings: Word usage and the intended meaning with regard to this solicitation/contract are as follows:

“Shall” is used to indicate that a provision of the contract or a requirement/action specified of the Contractor is mandatory. “The Contractor shall,” identifies a mandatory action on the part of the Contractor.

“Should” is used to indicate an action on the part of the Contractor is recommended. “Emergency dry breakaway couplers should be installed,” implies a recommended action or option on the part of the Contractor.

“Will” is used to indicate futurity on the part of the Government. “The Government will provide,” implies the Government to take some future action to make something available to the Contractor.

“Furnish” and “provide” are use interchangeable.

“Herein” use within this document refers to the Performance Work Statement document in total.

“Notes” Notes are used to **emphasize** specific requirements, practices, and procedures required of the Contractor.

The use of **“and/or”** and the forward slash **“/”** between words, i.e., collection/delivery, means or implies a capability to carry out either described action.

APPENDIX B**Publications**

Document	Title
29 CFR ⁽¹⁾	Labor
29 CFR Part 1910	Occupational Safety and Health Standards
40 CFR 112	Oil Pollution Prevention
49 CFR 171	Hazardous Materials Regulations; General information, regulations, and
49 CFR 172	Hazardous materials table, special provisions, hazardous materials
49 CFR 173	Shippers--general requirements for shipments and packaging
API Bulletin 1529	
API Publications	
DOD 4140.25-M	
MIL-STD-3004	
ATA-103	
APG 8800.3	Ames Policy Guide for Environmental Management

APPENDIX C**MOFFETT AIRFIELD HISTORICAL HIGH MONTH AVIATION FUEL ISSUE DATA,
JULY 2001. (GALLONS)****TABLE C-1**

DATE	DAY	ANG TRUCK ISSUES	ALONGSIDE DOD & NASA TRANSIENT AIRCRAFT ISSUES	DAILY TOTAL TRUCK & AIRCRAFT ISSUES	WEEKLY TOTALS
7/1/01	Sunday	0	4,954	4,954	
7/2/01	Monday	5,793	0	5,793	
7/3/01	Tuesday	5,255	169	5,424	
7/4/01	Wednesday	0	0	0	
7/5/01	Thursday	3,089	498	3,587	
7/6/01	Friday	0	2,656	2,656	
7/7/01	Saturday	2,582	568	3,150	25,564
7/8/01	Sunday	0	7,677	7,677	
7/9/01	Monday	7,581	254	7,835	
7/10/01	Tuesday	3,597	5,833	9,430	
7/11/01	Wednesday	5,096	4,578	9,674	
7/12/01	Thursday	0	17	17	
7/13/01	Friday	5,188	5,164	10,352	
7/14/01	Saturday	0	0	0	44,985
7/15/01	Sunday	0	2,539	2,539	
7/16/01	Monday	0	39,959	39,959	
7/17/01	Tuesday	0	87	87	
7/18/01	Wednesday	10,302	89	10,391	
7/19/01	Thursday	18,625	321	18,946	
7/20/01	Friday	3,017	17,513	20,530	
7/21/01	Saturday	0	0	0	92,452
7/22/01	Sunday	0	1,458	1,458	
7/23/01	Monday	0	500	500	
7/24/01	Tuesday	13,249	0	13,249	
7/25/01	Wednesday	6,599	122	6,721	
7/26/01	Thursday	5,908	114	6,022	
7/27/01	Friday	10,843	103	10,946	
7/28/01	Saturday	935	5,936	6,871	45,767
7/29/01	Sunday	0	9,966	9,966	
7/30/01	Monday	0	974	974	
7/31/01	Tuesday	0	3,501	3,501	
SUB TOTALS		107,659	115,550	223,209	

AUGUST 2000 – JULY 2001 MONTHLY HISTORICAL ISSUES**TABLE C-2**

1 MONTH/YR	AIR NATIONAL GUARD TRUCK ISSUES (GAL)	GOCO ISSUES (DOD & NON-DOD TRANSIENT AIRCRAFT) (GAL)	TOTAL MONTHLY ISSUES (GAL)
Aug-00	102,919	115,854	218,773
Sep-00	58,415	89,731	148,146
Oct-00	55,266	132,777	188,043
Nov-00	89,893	109,484	199,377
Dec-00	46,915	86,251	133,166
Jan-01	57,534	47,143	104,677
Feb-01	65,223	72,756	137,979
Mar-01	43,222	81,995	125,217
Apr-01	36,991	44,672	81,663
May-01	68,796	37,095	105,891
Jun-01	106,186	48,183	154,369
Jul-01	108,641	115,550	224,191
TOTAL	840,001	981,491	1,821,492

APPENDIX C**1-31 JULY 2001 DAILY ALONGSIDE REFUELING, AND TRUCK ISSUES HISTORY****TABLE C-3**

DATE	TIME	AIRCRAFT TYPE	GALLONS ISSUED
07-06-01	0900	C020A	455
07-06-01	1120	C130E	2201
07-06-01	1155	TRUCK FILL	3323
07-07-01	0900	F5E	568
07-07-01	1000	TRUCK FILL ANG	2582
07-08-01	1000	C9B	4483
07-08-01	1100	TRUCK FILL	5052
07-08-01	1415	C130E	3194
07-08-01	1455	TRUCK FILL	3194
07-09-01	1232	UH60	254
07-09-01	1410	TRUCK FILL ANG	5961
07-09-01	1433	TRUCK FILL ANG	1620
07-10-01	0845	C130E	3430
07-10-01	1014	C130E	2075
07-10-01	1000	TRUCK FILL	3947
07-10-01	1025	OH58	19
07-10-01	1100	TRUCK FILL	1994
07-10-01	1525	TO38N	309
07-10-01	1653	TRUCK FILL ANG	3597
07-11-01	0850	C130E	4578
07-11-01	1000	TRUCK FILL	4879
07-11-01	1435	TRUCK FILL ANG	3677
07-11-01	1550	TRUCK FILL ANG	1419
07-12-01	1015	OH58	17
07-13-01	0900	TRUCK FILL ANG	5188
07-13-01	1040	C130E	2696
07-13-01	1310	OH58	45
07-13-01	1320	C130E	2383
07-13-01	1320	T34C	40
07-13-01	1400	TRUCK FILL	5144
07-15-01	1012	FA18D	903
07-15-01	1012	T2C	467
07-15-01	1710	FA18D	1169
07-16-01	0920	T38A	404
07-16-01	1028	TRUCK FILL	3226
07-16-01	1050	AN124 (RUSSIAN TRANSPORT AIRCRAFT)	7678
07-16-01	1155	TRUCK FILL	7699
07-16-01	1215	AN124	7700

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07-16-01	1310	TRUCK FILL	7723
07-16-01	1325	AN124	7700
07-16-01	1423	TRUCK FILL	7750
07-16-01	1450	AN124	7695
07-16-01	1555	TRUCK FILL	7713
07-16-01	1610	AN124	7869
07-16-01	1710	TRUCK FILL	7801
07-16-01	1750	AN124	913
07-17-01	1040	OH58	50
07-17-01	1500	OH58	37
07-18-01	0900	TRUCK FILL ANG	5257
07-18-01	1150	OH58	51
07-18-01	1235	TRUCK FILL ANG	2869
07-18-01	1450	OH58	38
07-18-01	1600	TRUCK FILL ANG	2176
07-19-01	0910	TRUCK FILL ANG	5376
07-19-01	1130	TRUCK FILL ANG	4916
07-19-01	1405	TRUCK FILL ANG	5484
07-19-01	1455	OH58	41
07-19-01	1545	H60	280
07-19-01	1612	TRUCK FILL ANG	2849
07-20-01	1000	TRUCK FILL DESC	6960
07-20-01	1100	TRUCK FILL DESC	7567
07-20-01	1300	C130H	2477
07-20-01	1300	OH58	37
07-20-01	1400	T37B	459
07-20-01	1420	TRUCK FILL	4208
07-20-01	1615	TRUCK FILL ANG	3017
07-22-01	1105	FA18A	1120
07-22-01	1144	TRUCK FILL	1121
07-22-01	1535	H60G	338
07-23-01	1140	TRUCK FILL NASA	500
07-24-01	1220	TRUCK FILL ANG	4496
07-24-01	1601	TRUCK FILL ANG	2833
07-24-01	1716	TRUCK FILL ANG	5920
07-25-01	0911	UH60	38
07-25-01	0934	TRUCK FILL ANG	3608
07-25-01	1249	UH60	84
07-25-01	1600	TRUCK FILL ANG	2991
07-26-01	1250	AH1	114
07-26-01	1333	TRUCK FILL NASA	600
07-26-01	1538	TRUCK FILL ANG	5908
07-27-01	0925	OH58	52
07-27-01	0937	TRUCK FILL ANG	4467
07-27-01	1100	TRUCK FILL ANG	1687
07-27-01	1328	OH58	51

PERFORMANCE WORK STATEMENT**MOFFETT FEDERAL AIRFIELD, CA**

07-28-01	0900	C130P	5936
07-28-01	0930	TRUCK FILL ANG	935
07-29-01	1050	FA18C	1317
07-29-01	1050	FA18C	1352
07-29-01	1458	TRUCK FILL	2776
07-29-01	1330	C130P	7297
07-29-01	1423	TRUCK FILL	7300
07-30-01	1355	TO38A	502
07-30-01	1355	TO38A	472
07-30-01	1430	TRUCK FILL	1038
07-31-01	1000	FA18D	1742
07-31-01	1000	FA18D	1759
07-31-01	1100	TRUCK FILL	3501

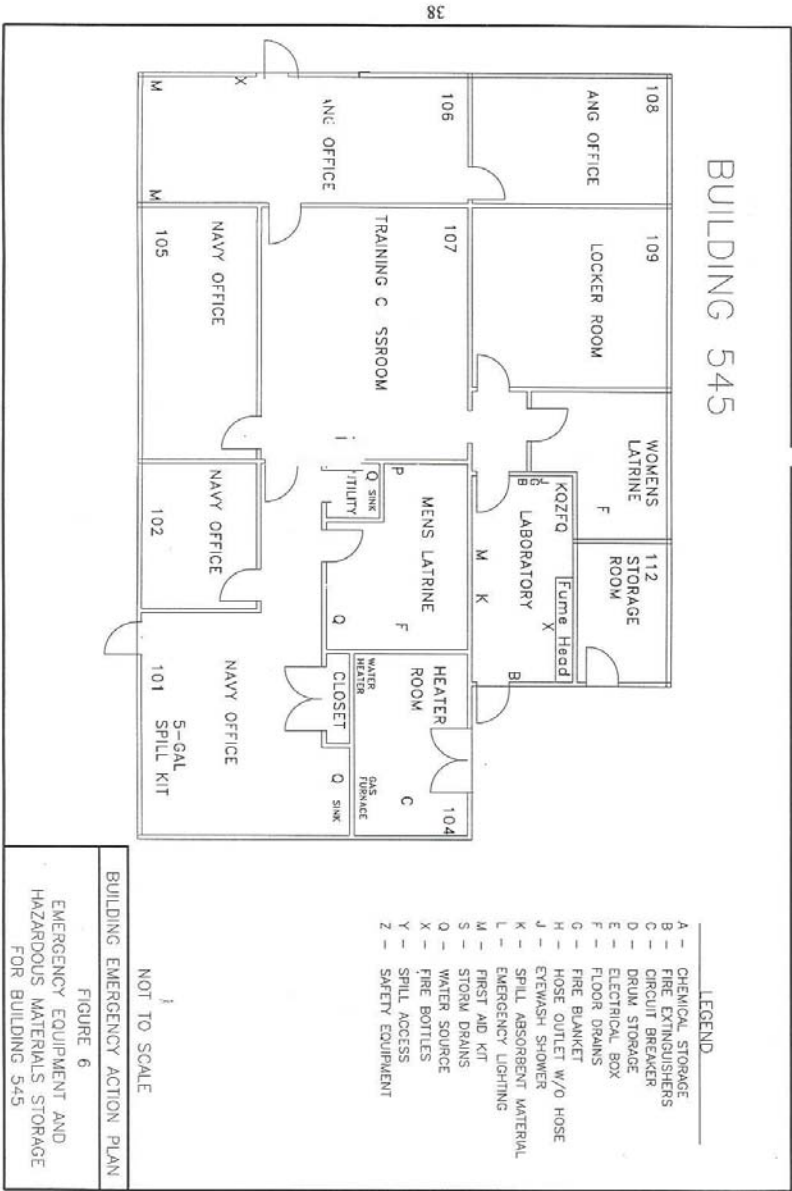
Notes:

- (1) Truck Fill ANG: Air National Guard 129th Rescue Wing truck pickup.
 - (2) Truck Fill: Contractor Alongside truck pickup.
 - (3) Truck NASA: Raytheon (NASA Contractor) truck pickup.
- Truck DESC: DESC-Americas West pickup for delivery off-site.

APPENDIX D

Government Furnished Equipment

1. Bldg 545, office # 102. Furnishings would be a standard metal desk, a metal 3 shelf book case, a file cabinet and 2 low back chairs.
2. The government fuel testing lab at Moffett Federal Airfield will be available for the contractor uses as coordinated with the DESC QSR/COR stationed at Moffett. The contractor is responsible for providing their own consumable testing materials and for the safety and housekeeping of the government lab when in use by the contractor's personnel.



APPENDIX E

